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Current Topics.

The New Rules of the Supreme Court.

WE PRINT elsewhere a set of new Rules of the Supreme Court. They are nearly identical with those of 17th July, 1914, which were declared urgent and came into operation at once (58 SOLICITORS' JOURNAL, p. 724; Annual Practice, 1915, pp. 1194, 2259), but which, in part, were limited to the Long Vacation of 1914. The first of these rules, which allowed the trial in vacation of any urgent non-jury case, disappears, but the provision for such trial of order 14 cases, where leave to defend has been given, is repeated. These cases, therefore, can be tried in the Long Vacation, and they will be entered in a special list. Rule 2 of the present rules reproduces rule 3 of the July rules, and is intended to provide for the convenient disposal of circuit business at assize towns other than Manchester, Liverpool, Leeds, Birmingham, Cardiff and Swansea. The effect is that the judge going the circuit will settle the most suitable town for trial, and he is from time to time to be furnished with such information as will enable him to provide for the adequate trial of the action, and to arrange also for the proper disposal of all the actions on the circuit. For any such information promptly given the party may be allowed costs on taxation. These rules have no place assigned to them in the Rules of the Supreme Court, an omission which is inconvenient for purposes of reference and arrangement. The third rule repeats, with a slight alteration, the Rules of the Supreme Court, ord. 36, r. 22b (Entry for Trial).

The New Contraband Proclamation.

THE NEW contraband lists which we print elsewhere do not contain any such important changes as were made recently when copper, iron, and rubber were inserted, first in the list of conditional contraband (21st September; 58 SOLICITORS' JOURNAL, p. 839), and then of absolute contraband (29th October; ante, p. 46). The present changes appear to be due to the desire to bring the list of absolute contraband into agreement with actual practice in the use of chemical ingredients and metals for warlike purposes. Thus item 4, which formerly contained sulphuric acid only, now enumerates various ingredients of explosives, and both sulphur and glycerine are transferred here from the conditional list; and the list of metals and ores is con-

siderably increased (items 13-15). Copper and mineral oils and motor spirit, except lubricating oils, remain in the absolute list. Item 22 in this list—submarine sound signalling apparatus—is new. The absolute and conditional lists with which Great Britain started contained twelve and thirteen items respectively. These were the same as those in the Declaration of London, except that aircraft were transferred from the conditional to the absolute list. The items now are twenty-nine and thirteen in number. The conditional list is still almost the same as that in the Declaration, but hides and leather have been inserted in it, and barbed wire has been transferred to the absolute list.

The United States Note.

THE NOTE which has just been presented by the United States Government to Great Britain will, it may be hoped, prepare the way for the settlement of the controversy as to the searching and detention of American ships which has been recently growing more acute. The rights of neutrals as regards maritime trade have been somewhat obscured by the treatment accorded in the Declaration of London and its British modifications to the doctrine of continuous voyages. There is, of course, no objection to neutrals carrying on trade with a belligerent so long as the articles are on the free list. The difficulty arises only with articles on the contraband list, whether absolute or conditional, and the right of search exists in order to prevent the entry of these into the enemy country. If they are consigned to the enemy country direct, then, as regards absolute contraband, the case is clear; this is liable to seizure; but as regards conditional contraband it is still necessary to shew that the goods are destined for the belligerent forces (Declaration of London, Art. 33); and this destination is presumed if they are consigned to the enemy authorities or to an agent of the enemy State (Declaration of London, Art. 34; Order in Council of 29th October, *ante*, p. 46). The chief difficulty arises when goods, whether absolute or conditional contraband, are not ostensibly consigned to the enemy country, but are consigned to a neutral country, and it is suspected that their ultimate destination is for the enemy. If they are absolute contraband, then they are subject to the doctrine of continuous voyages, and are liable to seizure, if it can be proved that their real destination is the enemy country (Declaration of London, Art. 30). If they are only conditional contraband, then, according to the Declaration of London, their immediate neutral destination is conclusive, for as regards such contraband the doctrine of continuous voyages is excluded (Art. 35). The Order in Council of 20th August, adopting the Declaration of London with modifications (58 SOLICITORS' JOURNAL, p. 799), threw over Article 35, and expressly applied the doctrine of continuous voyages to conditional contraband. Thus all neutral ships bound for neutral ports adjacent to Germany, such as Rotterdam, were liable to the seizure of either absolute or conditional contraband; absolute, if the ultimate destination was Germany or the German forces; conditional, if the ultimate destination was the German forces or Government.

Contraband and Neutral Countries.

BUT, IN practice, it is, of course, very difficult to tell from the ship's papers and cargo—at any rate, by casual inspection at sea—what the ultimate destination of a cargo of a contraband nature may be; and apparently the British naval authorities claimed to seize neutral ships on suspicion of carrying contraband, and to take them into port to be detained till the suspicion was removed. If the matter still remained doubtful, the cargo might be purchased by the British Government. Trouble on this account arose in October over the seizure of American oil-tank steamers, and the British Government claimed that cargoes consigned "to order," and not to a named person in a neutral country, were liable to be seized as contraband. And this view was expressly adopted in the Order in Council of 29th October (*ante*, p. 46). It was provided that such cargoes were liable to capture unless the owner of the goods proved that the destination was innocent. There were also successive changes in the lists of contraband. Copper, iron ore, and rubber, which were at first free, were on 21st September placed in the conditional contraband list (58 SOLICITORS' JOURNAL, p. 839), and on 29th October, these, and

also oil, were placed in the absolute contraband list. But raw cotton remained free, and foodstuffs, forage, and clothing remained conditional contraband, so as to be liable to seizure only if destined for the enemy forces or Government. But the lengthening of the contraband lists only intensifies the difficulty of proving whether absolute contraband consigned to a neutral country has Germany for its ultimate destination, or whether conditional contraband so consigned has the German forces for its ultimate destination; while at the same time, looking at the general movement of trade, it has been suspected that copper and rubber and oil were finding their way in large quantities into Germany through neutral countries, and before Holland placed an embargo on the exportation of tea, this was especially the case with tea exported from England to Holland. There has also been strong suspicion that meat cargoes were at once passed on to the Kiel Canal for the use of the German forces.

Consular Certificates as to Contraband.

THERE APPEARS to be no dispute between the United States and Great Britain as to the general principles of contraband and the right of search. Even the extension of the contraband lists has been acquiesced in, and theoretically the right of search is admitted. The difficulties are practical, and they have led in the past to suggestions for the abolition of contraband, or, failing that, the limitation of the rights of search by the adoption of a system of consular certificates declaring the absence of contraband from the cargo. An attempt has been made by the British Government to introduce such a system of certificates on the present occasion. This was in response to the first Note of the United States presented at the beginning of November. It should be noticed that the Declaration of London made no provision for such certificates, though it exempted from search neutral vessels under national convoy (Article 61), a provision which it seems the Scandinavian States propose to use. But the system does not seem to have been successful—possibly it has not had a sufficiently long trial—and from the summary of the second Note, which is all that at present is available, it appears that trouble still arises from the British naval authorities not being contented with such search as can be made at sea. The United States urge that proof of the hostile destination of a cargo must be evident at the time of search at sea; and in the absence of such proof the ship must be allowed to go on her voyage; she cannot be diverted to a belligerent port on mere suspicion. The reason for the course adopted by the British cruisers doubtless is that the ship's papers cannot be trusted, and that the size and complexity of modern cargoes makes it impracticable to conduct a proper search at sea. And the correctness of this is, according to the *Times* Washington correspondent (*Times*, 31st December), admitted by President WILSON. He recognizes that much of the inconvenience to American vessels and traders is due to dishonesty on that side of the Atlantic—to false manifests, and to smuggling of contraband in non-contraband cargoes—and says that, in the discussion, he must be supported by honest manifests. Of course, if these could be relied on, there would be an end of the difficulty. The system of consular certificates is intended to secure the honesty of the manifests, and, indeed, it dispenses with the actual search and all the trouble and delay which the search entails. No doubt the controversy will be conducted on both sides with the utmost friendliness, but, save in making the system of certificates more practicable, there at present seems no solution in view.

Food Supplies for the Enemy Population.

IN REGARD to one point made in the United States Note, we suppose there will be no controversy—namely, as regards the exemption of foodstuffs intended for the enemy civil population. A statement of Lord SALISBURY is cited which does no more than lay down the admitted rule:—"Foodstuffs, though having hostile destination, can be considered as contraband of war only if they are for the enemy forces. It is not sufficient that they are capable of being so used. It must be shown that this was in fact their destination at the time of their seizure." No reference is at present available for this passage, but the principle

admits of no doubt. Foodstuffs are conditional contraband, and they cannot be seized on a neutral vessel unless there is evidence that they are destined for the enemy forces or Government, the evidence being such as is required by Article 34 of the Declaration of London and the Order in Council of 29th October (*ante*, p. 46). Attention may be directed to clause 2 of the Order allowing the Secretary of State to notify that the enemy is drawing supplies for his armed forces from a neutral country, and thereupon Article 35 is excluded and the doctrine of continuous voyages applies; but we are not aware that any such notification has yet been made. Short, however, of proof that foodstuffs are destined for the enemy forces, they are free. The only way in which they can be legally excluded is by blockade, and at present no blockade of any German port exists. No doubt the newspapers frequently speak as though we were trying to cut off food supplies from Germany; and no doubt, too, the present disposition of ships of war in the North Sea, and the closing of a certain area by mines, has very nearly the effect of a blockade. It is not unlikely that the experiences of this war will revolutionize the law and practice as to blockade. But, accepting the recognized rules of international law, we are not entitled to interfere with American shipments of food supplies to Germany unless their destination to the German forces or Government is proved. Practically it is quite possible that the supply is very materially interfered with, but this arises out of operations and circumstances incident to the war, and not from the direct exercise of the right to seize foodstuffs as contraband. There is difficulty as to insurance, and difficulty as to finding a safe route. These matters no doubt operate adversely to American trade, just as they act adversely to Germany; but the American complaint must be that we are at war at all; not that we are asserting any unjustified claims to interfere with neutral shipping; and that might raise a question how, in this struggle for public law and the faith of treaties, the United States are content to be neutral.

Income of Retained Securities.

THE QUESTION of the right of a tenant for life to receive the full income of retained investments has been frequently before the courts of recent years. In a properly drawn will the power for the trustees to postpone conversion and retain existing investments is always accompanied by a direction that, until conversion, the income shall be paid to the tenant for life. And this is the probable intention of testators, but when the direction is omitted there is a difficulty in carrying it into effect. As regards wasting property, such as leaseholds, it appears to be settled, that a mere power to postpone conversion does not give the income in specie to the tenant for life. But there is a distinction between wasting property, and hazardous or speculative property—terms which may be taken to include all investments not authorized for the investment of funds by the trustees—and when such investments existing at the testator's death are authorized to be retained, it would seem that they thereby become authorized investments for the purposes of the will, and accordingly the income should go to the tenant for life. This view has been taken in *Re Sheldon* (39 Ch. D. 50) and *Re Bates* (1907, 1 Ch. 22), and it might well have been accepted as final. It is true that in *Re Chaytor* (1905, 1 Ch. 233) WARRINGTON, J., held to the contrary, but in his judgment he did not refer to *Re Sheldon* (*supra*), though it was in fact cited to him. The recent case of *Re Inman* (*ante*, p. 161) is a further decision that an express gift of income is unnecessary, and it would, we should have thought, have been sufficient to follow *Re Sheldon* and *Re Bates*, and treat *Re Chaytor* as overruled; but NEVILLE, J., preferred to accept this last case, and to distinguish it on what seems an unsatisfactory ground. The power to retain investments, he said, carries the income, if it is a distinct and independent power, not if it is merely ancillary to the trust for conversion. In *Re Chaytor*, he said, it was merely ancillary, and did not carry income; in *Re Inman* it was independent—meaning, apparently, no more than that it was in a separate clause—and it did carry income. But it seems unnecessary to start this unsubstantial distinction for the purpose of getting round *Re Chaytor*, when there is the perfectly plain principle above stated, and two cases to support it—namely, that a properly retained investment is an authorized investment for

the purposes of the will, and, as a necessary consequence, the income goes to the tenant for life. *Re Inman* seems to renew doubt on a matter which had become clear. It should be noticed that in *Re Bates* there was no trust for sale; but since there is, in the absence of a power to the contrary, a duty to convert, this does not seem to make any difference: see, however, a letter in 58 SOLICITORS' JOURNAL, p. 45.

Covenants for Perpetual Renewal.

IT is a well-settled rule for the construction of covenants for the renewal of a lease that the court will not give them the effect of perpetual renewal unless such an intention is clearly shown: *Baynham v. Guy's Hospital* (3 Ves. 295, 298). At the same time, it is not necessary that there shall be words expressly directing perpetual renewal. It is sufficient if there are words in the covenant to which effect cannot be given without treating them as indicating such an intention. This principle was enunciated by PAGE WOOD, V.C., in *Hare v. Burges* (4 K. & J. 45), and he held that a covenant to grant a renewed lease, subject to the same covenants "including this present covenant," amounted to a covenant for perpetual renewal, though in the absence of these words, if the direction is simply that the new lease shall contain the same covenants as the old one, the result would be different: *Hyde v. Skinner* (2 P. Wms. 196); see *Lewis v. Stephenson* (67 L. J. Q. B. 296). Similarly in *Swinbourne v. Milburn* (9 App. Cas. 844) Lord SELBORNE, C., said that there must be words which, either expressly or by necessary inference, point to perpetuity. There is, indeed, no legal presumption against a right of renewal; but upon a person claiming such a right lies the burden of strict proof. In *Wynn v. Conway Corporation*, before JOYCE, J. (58 SOLICITORS' JOURNAL, 432), whose decision was affirmed by the Court of Appeal (1914, 2 Ch. 705), it was held that this burden was discharged. The lease was for twenty-one years, with a covenant to grant a new lease for the same term at the end of the first eleven years, and so on, "so often as every eleven years of the said term shall expire." There could not be two periods of eleven years in the original term, and it was difficult to give any meaning to these last words, unless they indicated a perpetual renewal; and such was held to be their effect. In general it may be that the construction of a document can be assisted by evidence of the conduct of the parties under it, but this is not so with a covenant for renewal, and it will not be construed as perpetual because successive renewals have been made under it (*Baynham v. Guy's Hospital*, *supra*). By the Real Property and Conveyancing Bill, clause 43, provision is made for converting perpetually renewable leaseholds into leases for 2,000 years.

Release of Restrictive Covenants.

A CURIOUS conveyancing point arose in *Mayner v. Payne* (58 SOLICITORS' JOURNAL, 740; 1914, 2 Ch. 555) with respect to the right of the original vendor of a building estate to release the restrictive covenants as regards any particular plot. WEBB, the owner of a freehold building estate at Bexhill, known as the Egerton estate, in 1895 conveyed several lots to MAYNER, subject to certain restrictive covenants which were expressed to be made between the "vendor" and the "purchaser," but these words were not defined. By one clause the "vendor" reserved the right to allow a departure from any of the stipulations. In 1898 MAYNER conveyed six lots to WHITECHURCH, and the conveyance recited that he was seized in fee simple, subject to the stipulations in the schedule, which WHITECHURCH covenanted to observe. The stipulations were identical with those in the deed of 1895, and again there was no definition of "vendor" and "purchaser." The stipulations were repeated in the same way in subsequent conveyances, and ultimately one lot became vested in PAYNE. PAYNE wished to use his lot for a garage, and for that purpose required a release of the restriction against trading, and obtained it from WEBB, as being the "vendor" within the meaning of the stipulations. Thereupon MAYNER objected and said that he was the vendor under the deed of 1898, and that his consent was necessary. It required, perhaps, some boldness on the part of NEVILLE, J., to set aside this construction for *prima facie* the "vendor" in each conveyance was the person who thereby conveyed the land by way of sale;

but the learned judge looked beyond the immediate meaning of the word in the particular deed to its meaning for the purpose of the stipulations which were repeated in identical terms in each deed. These, as the present Master of the Rolls observed in his very useful judgment in *Reid v. Bickerstaff* (1909, 2 Ch. 305), form a local law imposed on all holders of the land by the original vendor; and it is more natural that "vendor" should retain its meaning in successive editions of the local law than that it should shift to a new person on each occasion. This would not exclude the original vendor under the earlier conveyance, and, in fact, there would be a lengthening series of vendors, the consent of all of whom would be required for any relaxation of the restrictions. This was not the scheme of the local law, and NEVILLE, J., held that WEBB's sole consent was sufficient. The effect of the original vendor ceasing to hold any of the estate, or being dead, might create difficulty, but in the present case no such question arose.

The Legal Position of Foreign Debtors and Creditors in Holland.

By RICHARD KING, Solicitor of the Supreme Court, London.

THE legal and practical difficulties existing in a number of European countries in respect of the enforcement of obligations, especially as between the subjects and residents of countries at war with one another, and the large amount of property and the number of business enterprises belonging to foreigners within Holland, renders the question of the legal status of foreign debtors and creditors under Dutch law, and the rules governing attachment and garnishment in Holland, of wide-reaching practical importance. The political status of Holland, and her advantageous geographical position, has, since the present war, attracted to that kingdom a number of business enterprises from other portions of the continent of Europe, not only from the belligerent, but also from the neutral states. The banking and exchange facilities of the Dutch banks have also induced a number of business houses of the Continent to keep considerable deposits in these banks, and numerous branches of Continental business houses, operating either as agencies or nominally as independent firms, have been established, notably within the past few months. Another important consideration is that no moratorium has been declared in Holland.

The general principle of the Dutch law regarding the legal position of foreigners is enunciated in Article 9 of the law containing the "General Provisions governing the Legislation of the kingdom." This article states that, in respect of the civil law of the kingdom, the position of aliens is the same as that of subjects of the kingdom, unless the law specially provides to the contrary. There are few exceptions to the general principle, and these are of subordinate importance. Among the exceptions of practical importance to British subjects is the one contained in the Code of Civil Procedure, that alien plaintiffs must furnish security for costs. The exception does not apply to signatories of the Hague Convention of 17th July, 1905, which provided *inter alia* for the abrogation of the legal provisions concerning the *cautio judicatum solvi*.

The first question to be considered is, whether an alien may be sued in the Dutch courts. The question is in part answered in the affirmative in the Code of Civil Procedure, Art. 127. This article provides that Dutch subjects may bring a suit against an alien, whether resident or non-resident, provided that the obligation was entered into with a Dutch subject, either in Holland or abroad. It is to be noted that the phraseology of this article might be so interpreted as to accord a right of action only to subjects of Holland, and this interpretation was once given to it by the Court of Cassation (a). This decision was, however, not followed in two later cases (b). In these the Court of Cassation announces the view that Article 127 gives to an alien the same rights of action against another alien as it does to Dutch

subjects, even though the defendant be not resident within Holland, provided that the other conditions of jurisdiction exist.

The other conditions of jurisdiction here referred to are either in respect of the subject-matter, or in respect of the person. Under the first head must be mentioned the rules that the Dutch courts have jurisdiction over all actions *in rem* affecting immovable property located within the kingdom. In respect of all commercial matters the Dutch law provides, that, in addition to the ordinary non-commercial forum, the courts of the place where a contract was entered into, or where goods were to be delivered, or where payment was to be made, are competent to exercise jurisdiction in respect thereof.

Where the forum is not determined *ratione materiae*, a resident alien must be sued at the place of his domicile, while a non-resident alien may be sued at the domicile of the plaintiff. This latter provision is contained in Article 126c of the Code of Civil Procedure. Here again the question arises, whether this article may be invoked in favour of an alien plaintiff. Following the views of the later decisions of the Court of Cassation based on the rules formulated by the late T. M. C. ASSER (c), the courts have adopted a liberal procedure. This question does not appear to have been expressly decided by the Court of Cassation. The decision of 20th February, 1891, above referred to, takes the view that the Article 126c is applicable to subjects of Holland, but leaves the question of its applicability to alien plaintiffs open.

A decision of the Tribunal of the Hague (d), by a liberal interpretation of Article 9 of the "General Provisions regarding the Legislation of the Kingdom," has decided that Article 126c of the Code of Civil Procedure extends to alien plaintiffs. In this case the court assumed jurisdiction in an action of garnishment brought by an alien resident in Paris against another alien also there resident, in respect of a debt owing to the latter by a debtor resident at the Hague. Jurisdiction was assumed, not alone in respect of the foreign attachment, but also in respect of the validity of the claim of the plaintiff.

The result of the cases appear to be that an alien may sue another alien in Holland either generally, or by means of an attachment of property locally situate, or by the garnishment of debts locally owing. The jurisdiction of the courts attaches either by reason of the nature of the claim, or by reason of the fact that the defendant is resident within Holland, or, in case the defendant is not so resident, by reason of the residence of the plaintiff.

Residence of the plaintiff is a formal matter, an election of domicile for the purposes of the suit being sufficient. In order to obviate all questions of the domicile of the plaintiff, and the further question as to whether the higher courts will follow the views announced in the decision of the Tribunal of the Hague, an assignment of the claim to a resident subject of Holland may be advisable.

The New Naturalization Act.

III.

IN our former articles we dealt with the provisions of the new statute down to and including those contained in section 16. The remaining sections of the Act deal with matters which may be classed under three heads. First, the status of aliens, chiefly as regards their capacity to acquire, hold, and dispose of property in this country; secondly, procedure and evidence, matters that are mainly administrative; and thirdly, supplemental matters comprising provisions of a miscellaneous character.

With regard to the status of aliens, the new Act does little more than re-enact in somewhat different terms the material provisions of the Naturalization Act, 1870. A very great and important change was effected in the law in this respect by the Act of 1870. Prior to that Act an alien could not acquire land in fee simple, without the liability to forfeiture to the Crown.

(a). Decision of 8th January, 1858. *Weekblad van het Recht*, 1922.
(b). Decision of 20th February 1891. *Weekblad*, 5995. Decision of 21st June, 1901. *Weekblad* 7611. Followed in the decision of the Tribunal of Amsterdam, 6th December, 1912, *Weekblad*, 9610.

(c). *Schets van het Internationaal Privatrecht*, p. 29.
(d). 16th June, 1903, *Weekblad*, 7060.

He could, however, acquire land for a term not exceeding twenty-one years, if he was a subject of a friendly state and the land was so acquired for the purposes of residence. These facilities were afforded to aliens by the statute 7 & 8 Vict. c. 66. As regards personal property, however, an alien was under no disability. The Act of 1870 put aliens, whether alien enemies or alien friends, in the same position to all intents and purposes as regards the acquisition, holding, and disposing of all forms of property as that enjoyed by British subjects.

The status of aliens is dealt with by sections 17 and 18 of the new Act. Section 17 re-enacts, in effect, and to a large extent *verbatim*, the provisions of section 2 of the Naturalization Act, 1870, as qualified by section 14 of the same Act, which provided that nothing contained in that Act was to qualify an alien to be the owner of a British ship. Section 17 of the new Act provides that real and personal property of every description may be taken, acquired, held and disposed of by an alien in the same manner in all respects as by a natural-born British subject, and that a title to real and personal property of every description may be derived through, from, or in succession to an alien in the same manner in all respects as through, from, or in succession to a natural-born British subject. But it is provided that the section is not to operate so as to confer any right on an alien to hold real property situate out of the United Kingdom, nor to qualify an alien for any office or for any municipal, parliamentary, or other franchise. These provisions are taken from sub-section 1, of section 2, of the Act of 1870. Nor is section 17 of the new Act to operate so as to qualify an alien to be the owner of a British ship. This is taken from section 14 of the Act of 1870. Nor is section 17 to operate so as to entitle an alien to any right or privilege as a British subject, except such rights and privileges in respect of property as are thereby expressly given to him; or to affect any estate or interest in real or personal property to which any person has or may become entitled either mediately, or immediately, in possession or expectancy, in pursuance of any disposition made before 12th May, 1870 (the date of the passing of the Act of 1870), or in pursuance of any devolution by law on the death of any person dying before that day.

Section 18 of the new Act shortly states that an alien shall be triable in the same manner as if he were a natural-born British subject. This is a re-enactment of part of section 5 of the Act of 1870. Up to the passing of the latter Act an alien was entitled under an ancient statute, when on trial in criminal proceedings and indicted for a felony or misdemeanour, to be tried by a jury *de medietate lingue*. This jury was composed as to half of British subjects, and as to the remainder, of aliens. The Act of 1870 expressly took away the right—an express deprivation, which, as the right no longer exists, it was not necessary to insert in the new Act.

Turning now to what we have described as the administrative provisions of the new Act, like the Act of 1870 the new Act gives the Secretary of State a wide power of making regulations for putting the statutory provisions into force and for giving effect to this object. The scope given to the Secretary of State is, however, much wider under the new Act than under the Act of 1870. He may now "make regulations generally for carrying into effect the objects" of the Act—a form of statutory expression which does not occur in the corresponding section (section 11) of the Act of 1870. In particular, he may, amongst other things, make regulations respecting the form and registration of certificates of naturalization, declarations of alienage, and declarations of resumption or retention of British nationality. In investing the Secretary of State with the power of regulating such matters as the administering and taking of the oath of allegiance, the new Act goes much further than the Act of 1870. There is a slight difference in the wording of this oath under the new Act.

With regard to the supplemental provisions there is little that calls for comment. The Act still preserves the right of the Crown to grant letters of denization. In defining the expression "alien" no difference is made between an alien enemy and an alien friend. The Act came into operation on 1st January.

Reviews.

Legal Diaries.

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THE LAWYER'S COMPANION & DIARY AND LONDON & PROVINCIAL LAW DIRECTORY FOR 1915. Edited by E. LAYMAN, B.A., Barrister-at-Law. SIXTH-NINTH ANNUAL ISSUE. Stevens & Sons (Limited); Shaw & Sons. 5s.

All these diaries have been long enough before the profession for their value to be appreciated, and practitioners are doubtless acquainted with their special merits. Among the features of "Sweet and Maxwell's Diary for Lawyers" is the convenient arrangement for opening at the index, and so at once getting at the particular information required, whether the county court districts or the plans of the various floors of the Royal Courts of Justice, the alphabetical list of principal statutes, the tables of Supreme Court and county court fees, or the Supreme Court Time Table. But these are only selections from the information given. We may also particularly mention the very full section on solicitors' costs in the various courts and in conveyancing, and that on stamp duties and death duties; and there is a list of members, town and country, of the Law Society, with their addresses. The diary allows one page to each week-day.

The "Solicitor's Diary" is also very full of information. It contains lists of the various courts with the judges and officers, and the county court districts; full lists of barristers and of London and country solicitors, and a mass of practical details with regard to registering bills of sale, registering deeds in the Middlesex and Yorkshire Registries, registration in the Land Registry, information as to oaths, and as to death duties and stamp duties, and not least useful is the index to the principal statutes. The last item in the book is a list of county banks with their London agents.

The "Lawyer's Companion and Diary" also contains lists of barristers and of London and county solicitors, and the information on conveyancing and High Court and county court costs is full and well arranged. Like the other diaries it contains a list of the principal statutes and of stamp duties. It concludes with a list of the fellows and associates of the Institute of Chartered Accountants. A special feature is the list of county, local government, and parish business to be done in each month. In the copies of the last two diaries before us the pages are arranged so as to give two days to the page, but possibly different editions differ in this respect.

Correspondence.

Solicitor and Client Costs.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I read with interest the article, "Solicitor and Client Costs," in your issue of the 12th instant. Evidently the question of costs is one that needs careful consideration when settling an action, and it may be useful to your readers if I mention a case which recently came under my notice. During the action the defendant obtained leave to amend his defence, the order giving leave providing that the costs of and occasioned by the amendment were to be the plaintiff's in any event. After the hearing had proceeded for some time, terms of settlement were come to and endorsed on counsel's briefs, one of such terms being as follows:—"Defendant to allow the plaintiff £50 for costs and the plaintiff to have . . . £50 out of court in satisfaction of such costs." (I may say that there was a sum of money in court.) After receiving the £50 the plaintiff claimed the costs occasioned by the amendment in addition. The defendant contended that the payment of £50 settled all claims for costs, and the matter was eventually brought before the judge who had commenced the trial of the action. Counsel for the plaintiff relied upon the case of *Walter v. Bewicks, Moring & Co.* (90 L. T. 409), while counsel for the defendant contended that the terms of settlement included all the plaintiff's costs. The judge, however, held that the costs in dispute were not part of the subject matter of the compromise, and were payable in addition to the £50.

ARTHUR C. DOWDING.

14, South-square, Gray's-inn, Dec. 28.

The [Execution of Trusts (War Facilities) Act, 1914.

[To the Editor of the Solicitors' Journal and Weekly Reporter]

Sir,—I observe that in your interesting remarks upon the questions presented by this Act you take the view that a trustee cannot appoint his co-trustee his attorney.

This is, of course, a possible construction, but I would suggest that a more liberal and proper construction is that he can. What I think the Act lays stress on is the capacity of the person appointed, the idea being that no appointment should be made of a person who would generally be considered to be quite unsuitable. Surely no one has demonstrated his capacity to act as trustee better than an existing trustee, who has in many cases been appointed by the creator of the trust?

The alternative construction seems to me to be a very inconvenient one, because it involves introducing a more or less of a stranger into the trust, who may not be congenial to the other trustees, and who probably suffers from the disability of knowing very little about the trust assets and its history. If the Act intended to exclude a co-trustee, why shouldn't this be so stated, in plain English?

I am concerned with the case of a trust of considerable size, where one trustee, who lives at a distance, and has taken a very passive part in its affairs, has gone to the front. Surely nothing can be more proper under the circumstances than that his two co-trustees should manage the trust entirely during his absence, and I feel sure they would resent very much having an outsider joined with them, even for the time being.

I admit that when there are only two trustees, it is rather a strong thing perhaps for one of them who is on service to appoint his co-trustee; but it seems to me that these are special times, and that special steps have to be taken; and in such a case as I have in mind, I cannot think of any other person at all proper except the husband of the tenant for life, who, owing to his status and temperament, would be far from suitable.

E. B.

Dec. 28.

[Perhaps the point is not so clear as we said, but we still think that a co-trustee should not be appointed. If a conveyance was taken under such appointment, would not this cause trouble in the future? It would, apparently, have been an improvement in the Act if, where the trustees exceeded two, it had allowed them to act without the absent trustee.—ED. S.J.]

CASES OF LAST SITTINGS. Court of Appeal.

WIFFEN v. BAILEY AND THE ROMFORD URBAN DISTRICT COUNCIL. No. 2. 17th and 18th November.

MALICIOUS PROSECUTION—DAMAGE SUFFICIENT TO SUPPORT ACTION—SUMMARY PROCEEDINGS TO ENFORCE ABATEMENT OF NUISANCE—DAMAGE TO DEFENDANT'S FAIR FAME—PUBLIC HEALTH ACT, 1875 (35 & 36 VICT. C. 55), ss. 91-96.

The occupier of certain premises was served by the sanitary inspector with notice to abate a nuisance, and, as the notice was ignored, the inspector preferred a complaint before justices under section 95 (1) of the Public Health Act, 1875. The justices dismissed the complaint and allowed the defendant five guineas costs.

In an action by the occupier, claiming damages for malicious prosecution from the inspector and his district council,

Held, that the issuing of such a complaint did not necessarily involve damage to the defendant's fair fame sufficient to support an action, in the absence of evidence that the complaint had been preferred maliciously and without reasonable and probable cause.

Decision of Horridge, J. (1914, 2 K. B. 5, 12 L. G. R. 407, 83 L. J. K. B. 791) reversed.

Savile v. Roberts (1699, 1 Ld. Raym. 374) followed.

Appeal by the defendants in an action tried before Horridge, J., and a common jury. The plaintiff occupied a house at Romford. Bailey, the sanitary inspector of the defendant council, having inspected the plaintiff's premises, served a notice on him under section 24 of the Public Health Act, 1875, requiring him to abate a nuisance which he had found on the premises. The plaintiff having failed to comply with the notice, Bailey, purporting to act on the instructions of his council, preferred a complaint before the justices under section 95 (1) of the Act to enforce the abatement of the nuisance. The justices dismissed the complaint and awarded the plaintiff £5 5s. costs. The defendant thereupon brought an action against the defendant council and their sanitary inspector claiming damages for malicious prosecution. The defendants, by their defence, denied that they had not reasonable and probable cause for taking proceedings against the plaintiff, and they denied that they had acted maliciously. The jury answered the questions left them as to reasonable and probable cause and want of bona fides in favour of the plaintiff, and assessed the damages at £250 against the council only. On further consideration, Horridge, J.,

held that a complaint under section 95 of the Act of 1875 for non-compliance with a notice to abate a nuisance was a proceeding involving damage to the plaintiff's fair fame sufficient to support an action by him for malicious prosecution, if the complaint had been preferred maliciously and without reasonable and probable cause. Accordingly he gave judgment for £250 against both defendants.

BUCKLEY, L.J., in allowing the appeal of the defendants, said that an action of malicious prosecution would not lie unless the plaintiff could shew that he had suffered one or other of the three sorts of special damage enumerated by Lord Holt in *Savile v. Roberts* (1699, 1 Ld. Raym. 374). The three heads were: (1) Damage to his fame, as if the matter whereof he was accused was scandalous; (2) damage to his person; (3) damage to his property. An action of malicious prosecution was not confined to cases of criminal proceedings, but might extend to civil proceedings also. But if there was no scandal, and no danger of imprisonment, and no damage to property the action would not lie. There was no question here as to damage to property, nor was there a danger of imprisonment. But the plaintiff, to succeed under the first head, must shew that damage to his fair fame was the necessary and natural consequence of the proceedings he complained of. A summons for non-compliance with a notice to abate a nuisance under the Act of 1875 was, in a sense, a criminal proceeding; but the imputation conveyed by it did not necessarily and naturally attack the fair fame of the person on whom it was served. It might well be that the occupier of the premises was not in any way responsible for the existence of the nuisance. For these reasons he thought that the judgment of Horridge, J., was wrong, as, in his opinion, the action was not maintainable. He also thought that the findings of the jury were against the weight of evidence, and were inconsistent with one another, and that the damages which the learned judge had necessarily entered against both defendants, following *Greenland v. Wilmshurst* (1913, 5 K. B. 507), were excessive.

PHILLIMORE and PICKFORD, L.J.J., gave judgment to the same effect. Appeal allowed, and judgment entered for defendants.—COUNSEL, for the defendants, *Compton, K.C.*, and *Maddocks*; for the plaintiff, *G. W. H. Jones* and *Albert Crew*. SOLICITORS, *Hunt & Hunt*; *Lloyd, Richardson & Co.*

[Reported by ESKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

Re WASSERBERG, THE UNION OF LONDON AND SMITH'S BANK (LIM.) v. WASSERBERG. Sargant, J. 3rd, 4th and 16th November.

DONATIO MORTIS CAUSA—BONDS TO BEARER—LOCKED BOX CONTAINING THE BONDS—KEY HANDED OVER TO THE DONEE—VALIDITY.

The delivery of a key by a husband to his wife of a box containing bearer bonds, which he had intimated to his bankers were for her, was held, under the circumstances of the condition of the testator's health at the time and the other attendant circumstances, to be a sufficient delivery to effectuate a donatio mortis causa, although it would not have been a sufficient delivery to support a gift inter vivos.

This was a summons which raised the question whether a testator had made an effective donatio mortis causa to his wife of certain bearer bonds. The facts were these: The testator, being about to undergo a serious operation, went to his bank and put some bearer bonds in a sealed packet, telling the assistant manager that he intended to put his wife's name on the packet and lock it up in a locked box, so that when his executors opened it they would hand it over to her. He put it in the locked box in the presence of his wife, and left the locked box with the bank. He kept the key, but shewed it to his wife, so that she might recognize it, and gave her a list of the bonds and told her to keep it safely. They left the bank together and went home, and the testator then gave his wife the bunch of keys containing the key of the locked box, and told her to lock the bunch of keys and the list of bonds up, which she did. The same day the testator went into a nursing-home, where he died shortly afterwards. The question was whether he had made a good donatio mortis causa of these bonds. *Cur. adv. vult.*

SARGANT, J., delivered a written judgment, in the course of which, after stating the facts and examining the authorities at length, he said: I have come to the conclusion that both in principle and authority the delivery of the key transferring to the wife a partial dominion or part of the means of getting at the bonds, though not in itself a sufficient delivery to support a gift inter vivos is, under the circumstances of this case, a sufficient delivery to effectuate a donatio mortis causa. It has been contended that in the case of chattels, such as these bonds, there must be either complete delivery or non-delivery, and that there is no half-way house, such as was recognized in the authorities in the case of mortgage debts, moneys on deposit, or policies of insurance, by virtue of the delivery of indicia of title; but I see no reason in principle for drawing any such distinction between chattels and choses in action for this purpose, and no authority has been cited to me which negatives the proposition that an inchoate or imperfect delivery of chattels may be sufficient for the purpose of effectuating a donatio mortis causa. On the law and the facts, therefore, I am of opinion that the wife has established her case, and I make a declaration accordingly.—COUNSEL, *S. Green* (*Alexander Grant, K.C.*, with him); *Romer*,

K.C., and J. J. Wood; W. E. B. Henderson. SOLICITORS, H. H. Wells & Sons; Stevens, Son, & Parkes; Ray, Jackson, & Falck.
[Reported by L. M. Mar, Barrister-at-Law.]

Re HEWITT'S SETTLEMENT. HEWITT v. HEWITT.
Eve, J. 25th November.

PUBLIC TRUSTEE—POWER TO ACCEPT TRUSTS OF FOREIGN SETTLEMENT—FOREIGN LAND—SCOTCH SETTLEMENT—PUBLIC TRUSTEE ACT, 1906 (6 ED. 7, C. 55), ss. 2, 4, 7, 17.

The Public Trustee Act, 1906, does not extend to a foreign settlement, that is, to a settlement governed by the law of a country to which the Act does not extend. The Public Trustee, therefore, cannot accept the trusts of a foreign or Scottish settlement; but that does not prevent him from accepting the trusts of an English settlement which includes foreign property.

This was an adjourned summons asking whether the Public Trustee could accept the trusts of a Scottish settlement. On the marriage of a domiciled Englishman with the daughter of a domiciled Scotchman a settlement was executed in Scottish form, which dealt with the husband's personal property in England and the share of the wife under the Scottish marriage settlement of her father and mother. The settlement in question contained a power to invest in Scottish immovable securities. Two of the trustees were English, and the settlement was executed in England. The wife's share was now invested in English securities, and all the present trustees were English. The wife and the trustees were desirous that the Public Trustee should be appointed sole trustee of the settlement, and the Public Trustee was willing to accept the trust if it was competent for him to do so, but he desired that the direction of the court should first be obtained whether he was competent to undertake the trust.

Eve, J.—The question raised by this summons is whether the Public Trustee is a competent trustee of the settlement in question, and this involves the further general question whether the Public Trustee is competent to be a trustee of any other than an English settlement. The first point to be decided is whether this settlement is a Scotch settlement. In my opinion it is a Scotch settlement pure and simple. The rule is that a marriage contract or settlement is to be construed with reference to the law of the matrimonial domicile except where there are reasons or indications to the contrary. Here there are to my mind abundant indications to the contrary. Amongst others may be mentioned the fact that the deed contains provisions which are unknown to English lawyers, and that there is a reference to the English Statute of Distributions which would have been quite unnecessary if the deed had been an English settlement. From beginning to end it was a Scotch settlement, the whole of the lady's fortune being vested in Scotch trustees. But it was said in support of a contrary view that all the beneficiaries are in England, that the trust funds are invested in English securities, and that the present trustees are English. In my opinion nothing turns on those facts. The material date for ascertaining by what law the deed is to be construed is the date when it was executed. There is no evidence that there is any person or persons competent to appoint new trustees, and before appointing the Public Trustee I should require such evidence. The Public Trustee Act does not, in my opinion, extend to a foreign settlement—that is, to a settlement governed by the law of a country to which the Act does not extend. There is nothing in the Act which empowers the Public Trustee to accept a trust outside the jurisdiction of the court, and he cannot therefore accept the trusts of a foreign settlement. That, however, does not prevent him from accepting the trusts of an English settlement which includes foreign property.—COUNSEL, *Dill; Draper; Miles. SOLICITORS, L. J. Fulton; Morse Hewitt, Walter, & Thornton; Routh, Stacey, & Castle.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re COTTER, JENNINGS AND OTHERS v. NYE AND ANOTHER.
Astbury, J. 26th November.

TRUSTEES—NEW TRUSTEE—ONE CESTUI QUE TRUST IN DISAGREEMENT WITH TRUSTEES—EXERCISE OF POWER TO APPOINT—APPOINTMENT OF SOLICITOR OF DONEE OF POWER—SCHEME FOR MAINTENANCE OF THE CHILDREN SETTLED BY THE COURT—R.S.C. ORD. LV.—SURVIVING TRUSTEE HUSBAND OF CESTUI QUE TRUST OTHER THAN CHILDREN—OBJECTION TO THE APPOINTMENT OF HIS SOLICITOR—COURT WILL NOT DECLARE APPOINTMENT INVALID.

It is not a bad exercise of a power to appoint new trustees to appoint a person as trustee who is objectionable to some of the cestuis que trust.

Re Skeats Settlement (1839, 42 Ch. D. 522) is not an authority for the contrary proposition.

The rule which prevents a power of appointing new trustees being exercised without the approval of the court, when there is a general order for administration, does not apply when there is an order for partial administration.

Although the court will not appoint the solicitor of one of the parties a trustee, the tenant for life can do so.

The appointment by the surviving trustee of his solicitor, who was objected to by some of the cestuis que trust, was not legally invalid, and the court could not remove him.

Re Earl of Stamford (1896, 1 Ch. 238) applied.

This was an action brought by the cestuis que trust against their

trustees asking that the appointment of a newly-appointed trustee, who was the solicitor for the surviving trustee who appointed him, might be declared to be bad, or in the alternative that he might be removed. The facts were these: Cotter by his will gave all his real and leasehold estate to his two daughters, Mrs. Jennings and Mrs. Nye, for their joint lives and the life of the survivor, and, subject thereto, gave all his residuary real and personal estate in trust for all the children of his two daughters living at his death who should live to attain the age of twenty-one years, or, being daughters, marry under it. He gave his trustees power at their discretion to apply the whole or any part of the income to the maintenance or education of the minor entitled to such income. By codicil he appointed Nye, the husband of his daughter Mrs. Nye, Massey and Pringle to be trustees in the place of those appointed by the will. There was no special power in the will of appointing new trustees. Massey retired from the trusts shortly after the testator's death, and the trusts were administered by Nye and Pringle. Mrs. Jennings was a widow with two infant sons, in respect of whom the trustees allowed her maintenance. In 1913 Mrs. Jennings applied to the trustees for increased maintenance for these children, which was in part refused, less being offered. Acrimonious correspondence ensued between Mrs. Jennings' solicitors and the trustees' solicitors, and in December, 1913, Mrs. Jennings took out an originating summons under order 55 against the trustees asking for an account of accumulations of income, an allotment of proper sums for maintenance, and for administration of the testator's estate if and so far as was necessary. An order was made on the summons that a scheme for maintenance should be brought in, and shortly after Pringle died, and Nye, without consulting Mrs. Jennings or even informing her of his death, appointed Baddeley, a member of the firm of solicitors who had acted all through for the trustees, in the place of Pringle as a trustee under his statutory power to appoint a new trustee. Then Mrs. Jennings brought this action.

ASTBURY, J., after stating the facts, said: The contention that because the power of appointment is fiduciary, it is a bad exercise of it to appoint a person who is objectionable to some of the cestuis que trust, goes far beyond the reasoning of Kay, J., in *Re Skeats Settlement* (1839, 42 Ch. D. 522), and in my opinion wholly fails. The attempt to prove that the rule which prevents a power of appointing new trustees being exercised without the approval of the court, when there is a general order for administration, applies also when there is an order for partial administration, in my opinion also wholly fails. It is not established by the cases cited in support of it—*Re Hall* (1885, 33 W. R. 508) and *Attorney-General v. Clark* (1839, 1 Beav. 467); for in both those cases the proceedings had special reference to the appointment of new trustees. Stirling, J., in *Re Earl of Stamford* (1896, 1 Ch. 238), clearly decided that the rule of practice that the court would not appoint a solicitor of one of the parties a trustee did not prevent a tenant for life from so doing. I think this last case precludes me from holding that the appointment is invalid; and, even if it was not legally valid, I do not see my way to removing Baddeley from the trusteeship. At the same time, I think the appointment ought not to have been made. I dismiss the action without costs.—COUNSEL, *Micklem, K.C., and J. H. Boome; The Hon. Frank Russell, K.C., and Percy F. Wheeler. SOLICITORS, R. T. Jennings; Baddeleys & Co.*

[Reported by L. M. Mar, Barrister-at-Law.]

Re CAPEL, ARBUTHNOT v. CAPEL. Eve, J. 8th December.

WILL—CONSTRUCTION—RESIDUARY BEQUEST—"THE REST OF MY MONEY"—"ANYTHING BELONGING TO ME WHICH I HAVE NOT DEVISED"—REVERSIONARY INTEREST—EVIDENCE AS TO STATE OF TESTATOR'S PROPERTY—ADMISSIBILITY.

A testator, being entitled to a reversionary interest in a share of residue, by his will gave a pecuniary legacy to a charity, and proceeded: "The rest of my money I leave in equal shares to my brothers and sisters"; and after giving various other legacies, concluded: "Anything belonging to me which I have not devised I leave to my father and mother, if they are not living I leave them to my sisters."

Held, that the last-named bequest was not a true residuary bequest, and that the reversionary interest passed under the gift of "the rest of my money."

This was an adjourned summons raising the question whether a reversionary interest passed under the will of the testator. At his death in December, 1837, A. C. Capel, the testator, was absolutely entitled to a vested interest, in remainder on the death of the survivor of four life tenants, the last of whom died in December, 1913, of a share of considerable value in the residuary estate of J. B. Capel, which was divisible between A. C. Capel's estate and his six brothers and sisters. By his will dated 15th May, 1881, A. C. Capel, after giving a legacy of £200 to an orphan asylum, proceeded as follows: "The rest of my money I leave in equal shares to my brothers and sisters," naming them. The testator then gave two specific legacies, and to M. T. £100 "and the choice of everything which I do not devise by this my will." After giving various other specific legacies the testator concluded, "Anything belonging to me which I have not devised I leave to my father and mother; if they are not living, I leave them to my sisters." The testator's estate, besides the reversionary interest, consisted of personal effects of the value of £42, £1,450 Victoria Government Loan, and £43 Perpetual Reading Annuities.

Eve, J.—The testator in this case was entitled to a reversionary interest which fell into possession after his death, and the question is

whether he disposed of this reversionary interest by his will, and, if so, to whom did he leave it. The first question is whether he died intestate as to this reversionary interest. In my opinion he did not. Then does it pass under the gift of "the rest of my money" or under the gift of "anything belonging to me which I have not devised." What is the meaning of the words "the rest of my money" in the first bequest? If evidence were admissible to shew the state of the testator's fortune at the time of making his will and at his death, the court would be bound to hold that the reversionary interest passed under the words "anything belonging to me which I have not devised" in the second bequest. But such evidence is not admissible, the only cases where such evidence has been allowed being cases where no objection was taken to its admission. In *Re Pringle, Walker v. Stuart* (27 Ch. D. 819, 824), Hall, V.C., said: "But the question being whether this is a specific gift or not, if I find given in association with it or charged on it a legacy which is either general, or if demonstrative is at all events a legacy which would if necessary be satisfied out of the general estate, that appears to me to shew that the testatrix was there dealing not merely with specific property, but also with that which affected or operated upon or might operate upon the general estate." In the present case the word "money" bears not its primary but a secondary meaning, and the words "the rest of my money" were intended to include more than they would include if its strict and primary meaning were given to the word "money." With regard to the second bequest, "anything belonging to me which I have not devised," that seems to me to be covered by the decision in *Barrett v. White* (24 L. J. Ch. 724), where the court came to the conclusion, as I do here, that the words do not constitute a true residuary bequest. I hold, therefore, that the words "the rest of my money" include the reversionary interest in question.—COUNSEL, F. E. Farrer; Galbraith; Ellis. SOLICITORS, Farrers & Co.; Whites & Co.; Walters & Co.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

BRISTOW v. PIPER. Div. Court. 24th November.

LICENSING LAW—LIQUOR—PURCHASE OF LIQUOR LEFT IN YARD AND FETCHED AWAY DURING PROHIBITED HOURS—LICENSING (CONSOLIDATION) ACT, 1910 (10 ED. 7 AND 1 GEO. 5, C. 24), s. 61 (1).

By an arrangement made with a customer, a licensed publican filled a bottle left by a customer with beer purchased, and placed it in the yard, at a time when the premises were lawfully open, where the customer could get it the next morning before the premises were open. The customer took the beer away the next morning during prohibited hours. The publican was summoned under section 61 (1) of the Licensing (Consolidation) Act, 1911, for opening his premises for the sale of liquor during prohibited hours, but the justices dismissed the summons.

Held (Avery, J., diss.), that, if being an express term of the contract that the bottle was to be placed in the yard at the customer's risk during the lawful hours, the justices' decision was right.

Special case stated by the Sussex magistrates. The respondent was the licensee of a public house at Midhurst. On 24th May, 1914, in the evening, at a time when the premises were lawfully open, a customer called at the public house with a quart bottle, which he ordered the respondent to fill with beer and place in the stable yard in a position where the customer could call for it on the following morning before the house opened. The beer was paid for at the same time, and the customer fetched it the next morning during prohibited hours. It was contended for the appellant that, as delivery was not made until the customer took the beer away, a material part of the transaction was left open. *Saunders v. Thorney* (14 T. L. R. 346) and *Noblett v. Hopkinson* (1905, 2 K. B. 214) were referred to. It was submitted for the respondent that delivery took place on the evening of 24th May: *Tassell v. Overden* (2 Q. B. D. 383), *Brewer v. Shepherd* (37 J. P. 102). Section 61 (1) of the Licensing (Consolidation) Act, 1910, provides as follows:—"If any person, during the time at which premises for the sale of intoxicating liquors are directed to be closed by or in pursuance of this Act, sells or exposes for sale in those premises any intoxicating liquor, or opens or keeps open those premises for the sale of intoxicating liquors, or allows any intoxicating liquors, although purchased before the hour of closing, to be consumed on those premises, that person shall be liable," &c.

AVORY, J., said the question was whether the public house was open in the morning for the sale of intoxicating liquor within the meaning of section 61 (1). The fact that the premises were open could not be disputed: *Jaffrey v. Weaver* (1899, 2 Q. B. 449). With regard to the further point as to whether they were open for the sale of liquor, it was necessary to bear in mind that the provisions of the Licensing Acts were not framed with regard to the niceties of the considerations which sometimes entered into contracts for the sale of goods: *Pletts v. Brattie* (1896, 1 Q. B. 519). On applying that principle he came to the conclusion that the premises had been open for the sale of intoxicating liquor within the section. He thought the case was indistinguishable from *Noblett v. Hopkinson* (supra) and *Saunders v. Thorney* (supra). Although the delivery may have been complete when

the beer was put in the yard for the purposes of the Sale of Goods Act, 1873, he thought it was not complete under the Licensing Acts, and therefore the appeal should be allowed.

LUSH, J., in delivering judgment, said that, as it was an express term of the contract that the bottle was to be put in the yard over night, he thought it clear that delivery was made over night, and no part of the transaction was to be completed later.

RIDLEY, J., concurred with Lush, J., and the appeal was accordingly dismissed.—COUNSEL, George Elliott, K.C., and Flowers; Du Parey. SOLICITORS, Walsley & Stansbury, for J. E. Dell, Brighton; Woodham, Smith, & Borradaile, for J. A. Morris Bew, Chichester.

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

New Orders, &c. War Orders and Proclamations.

The London Gazette of 25th December contains the following:—

1. A Proclamation dated 23rd December (printed below) containing a revised contraband list.

2. An Order in Council dated 23rd December amending the Proclamation of 10th November, 1914 (Manual of Emergency Legislation, Supplement No. 2, p. 129), as follows:—

- (1) That the heading "Explosives of all kinds" should be deleted from the list of prohibitions to all foreign ports in Europe and on the Mediterranean and Black Seas, other than those of France, Russia (except Baltic Ports), Belgium, Spain, and Portugal.
- (2) That the export of the following articles should be prohibited to all destinations:—
Explosives of all kinds;
Valonia;
Grindery used in the making of boots and shoes.
- (3) That the export of "Vessels, craft, and boats of all kinds, floating docks, parts of docks, and their component parts" should be prohibited to all destinations abroad other than British possessions and Protectorates.

The London Gazette of 29th December contains no emergency matter.

The New Contraband Proclamation.

A PROCLAMATION REVISING THE LIST OF ARTICLES TO BE TREATED AS CONTRABAND OF WAR.

Whereas on the fourth day of August, 1914, we did issue our Royal Proclamation specifying the articles which it was our intention to treat as contraband of war during the war between us and the German Emperor; and,

Whereas on the twelfth day of August, 1914, we did by our Royal Proclamation of that date extend our Proclamation aforementioned to the war between us and the Emperor of Austria, King of Hungary; and

Whereas on the twenty-first day of September, 1914, we did by our Royal Proclamation of that date make certain additions to the list of articles to be treated as contraband of war; and

Whereas on the twenty-ninth day of October, 1914, we did by our Royal Proclamation of that date withdraw the said lists of contraband, and substitute therefor the lists contained in the schedules to the said Proclamation; and

Whereas it is expedient to make certain alterations in and additions to the said lists:

Now, therefore, we do hereby declare, by and with the advice of our Privy Council, that the lists of contraband contained in the schedules to our Royal Proclamation of the twenty-ninth day of October aforementioned are hereby withdrawn, and that in lieu thereof during the continuance of the war, or until we do give further public notice, the articles enumerated in Schedule I. hereto will be treated as absolute contraband, and the articles enumerated in Schedule II. hereto will be treated as conditional contraband.

SCHEDULE I.

1. Arms of all kinds, including arms for sporting purposes, and their distinctive component parts.
2. Projectiles, charges, and cartridges of all kinds, and their distinctive component parts.
3. Powder and explosives specially prepared for use in war.
4. Ingredients of explosives, viz., nitric acid, sulphuric acid, glycerine, acetone, calcium acetate and all other metallic acetates, sulphur, potassium nitrate, the fractions of the distillation products of coal tar between benzol and cresol inclusive, aniline, methylaniline, dimethylaniline, ammonium perchlorate, sodium perchlorate, sodium chlorate, barium chlorate, ammonium nitrate, cyanamide, potassium chlorate, calcium nitrate, mercury.
5. Resinous products, camphor and turpentine (oil and spirit).
6. Gun mountings, limber boxes, limbers, military wagons, field forges, and their distinctive component parts.
7. Range-finders and their distinctive component parts.
8. Clothing and equipment of a distinctively military character.

9. Saddle, draught, and pack animals suitable for use in war.
10. All kinds of harness of a distinctively military character.
11. Articles of camp equipment and their distinctive component parts.
12. Armour plates.
13. Ferro alloys, including ferro-tungsten, ferro-molybdenum, ferro-manganese, ferro-vanadium, ferro-chrome.
14. The following metals:—Tungsten, molybdenum, vanadium, nickel, selenium, cobalt, hematite pig-iron, manganese.
15. The following ores:—Wolframite, scheelite, molybdenite, manganese ore, nickel ore, chroma ore, hematite iron ore, zinc ore, lead ore, bauxite.
16. Aluminium, alumina and salts of aluminium.
17. Antimony, together with the sulphides and oxides of antimony.
18. Copper, unwrought and part wrought, and copper wire.
19. Lead, pig, sheet, or pipe.
20. Barbed wire, and implements for fixing and cutting the same.
21. Warships, including boats and their distinctive component parts of such a nature that they can only be used on a vessel of war.
22. Submarine sound signalling apparatus.
23. Aeroplanes, airships, balloons, and aircraft of all kinds, and their component parts, together with accessories and articles recognisable as intended for use in connection with balloons and aircraft.
24. Motor vehicles of all kinds and their component parts.
25. Tyres for motor vehicles and for cycles, together with articles or materials especially adapted for use in the manufacture or repair of tyres.
26. Rubber (including raw, waste, and reclaimed rubber) and goods made wholly of rubber.
27. Iron pyrites.
28. Mineral oils and motor spirit, except lubricating oils.
29. Implements and apparatus designed exclusively for the manufacture of munitions of war, for the manufacture or repair of arms, or war material for use on land and sea.

SCHEDULE II.

1. Foodstuffs.
2. Forage and feeding stuffs for animals.
3. Clothing, fabrics for clothing, and boots and shoes suitable for use in war.
4. Gold and silver in coin or bullion; paper money.
5. Vehicles of all kinds, other than motor vehicles, available for use in war, and their component parts.
6. Vessels, crafts, and boats of all kinds; floating docks, parts of docks, and their component parts.
7. Railway materials, both fixed and rolling stock, and materials for telegraphs, wireless telegraphs, and telephones.
8. Fuel, other than mineral oils. Lubricants.
9. Powder and explosives not specially prepared for use in war.
10. Horseshoes and shoeing materials.
11. Harness and saddlery.
12. Hides of all kinds, dry or wet; pigskins, raw or dressed; leather, undressed or dressed, suitable for saddlery, harness, or military boots.
13. Field glasses, telescopes, chronometers, and all kinds of nautical instruments.

23rd December.

Supreme Court of Judicature.

RULES OF THE SUPREME COURT.

1. The Court or a Judge dealing with an application under Order XIV., r. 8, may, if satisfied that the trial of the case is urgent, order that the trial shall take place in the Long Vacation, and thereupon the case shall be set down for trial in a special list of cases to be tried during the Long Vacation. Provided that no such order shall be made if the trial is to be before a Judge and Jury.

2.—(a) Where, upon the summons for directions, or at any later stage, the place of trial comes in question, the Court or a Judge, if of opinion that a *prima facie* case is made for placing the trial at an Assize town other than those mentioned below, shall refer the case to the Judge of Assize who is going to that town on Circuit.

Manchester,
Liverpool,
Leeds,

Birmingham,
Cardiff, and
Swansea.

(b) If the Assizes have been already chosen, the matter shall be brought forthwith before the Judge of Assize. If otherwise, it shall stand referred to the Judge of Assize as soon as he is ascertained.

(c) The Judge of Assize shall determine whether the place of trial shall or shall not be at the town suggested or at some other town on his Circuit, or elsewhere, provided that if he is of opinion that it should be tried at an Assize town not on his Circuit, and not one of the excepted towns, he shall not make the order for trial at such town without first consulting the Judge who is going to that town.

(d) If he decides that the case shall be tried at an Assize town other than the excepted towns, the Judge going to that town shall be furnished then, and from time to time at further stages in the action, with such information as will enable him to provide for the adequate trial of the action, and to arrange his days in each town on Circuit so as best to provide for the adequate trial of all actions on the Circuit. In particular, he shall be informed whether the action is expected to be tried at the then pending Assize, and its probable length,

LAW REVERSIONARY INTEREST SOCIETY.

LIMITED.
No. 13, LINCOLN'S INN FIELDS, LONDON, W.C.
ESTABLISHED 1883.

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Debenture Stock ... £331,130

REVERSIONS PURCHASED. ADVANCES MADE THEREON

Forms of Proposal and full information can be obtained at the Society's Office.
G. H. MAYNE, Secretary.

and thereafter he or the Clerk of Assize shall be promptly informed if the trial is postponed or accelerated, or the action comes to an end, or the mode of trial is altered, or particular issues are admitted, referred, or deferred.

(e) For any such information promptly given the party may be allowed upon taxation such costs as the Taxing Master shall think proper.

(f) If either party establishes a right by statute to fix the venue locally at an Assize town other than those above mentioned, he shall forthwith give notice to the Clerk of Assize, and shall thereupon and thereafter give to the Judge of Assize or to the Clerk of Assize such information as is provided for in the last preceding Rule, and shall for it be allowed upon taxation such costs as the Taxing Master shall think proper.

3. Order XXXVI., Rule 22a, is hereby annulled, and the following Rule shall stand in lieu thereof:—

After notice of trial has been given of any cause, matter, or issue to be tried elsewhere than in London or Middlesex, Manchester, Liverpool, and such other places as the Lord Chancellor shall from time to time direct, either party may, at any time, in the case of Leeds, Birmingham, Cardiff, and Swansea, not less than seven days, and in all other places (except as hereinbefore excepted) not less than twenty-one days before the day proposed for the Commission day at such place in the Order in Council on that subject in force for the time being enter the trial at the next Assizes in the district registry (if any) of the city or town where the trial is to be had or with the Associate. No later entry shall be allowed, except by leave of a Judge going that Circuit, or by order of a Judge at Chambers, subject to the consent of a Judge going that Circuit.

Dated the 18th of December, 1914.

(Signed) HALDANE, C.
READING, C.J.
COZENS-HARDY, M.R.
W. PICKFORD, L.J.
T. H. SCRUTTON, J.
C. H. SARGANT, J.
P. O. LAWRENCE.
H. A. MCCARDIE.
W. H. WINTERBOTHAM.
C. H. MORTON.

Legal News.

Appointments.

MR. HERBERT LENNOX LUMLEY, solicitor, of the firm of H. L. Lumley & Co., of 29, Glasshouse-street, Piccadilly-circus, W., and West Hampstead, London, has been appointed a Commissioner for Oaths. Mr. Lumley was admitted in 1901.

MR. F. A. WOOD, senior partner of the firm of Messrs. Wood, Sons, Mathews, & Woods, solicitors, was on the 21st inst. elected to represent the ward of Billingsgate on the Court of Common Council. Mr. F. A. Wood has for the past nine years acted as Ward Clerk for Billingsgate, which appointment has now been transferred to his partner, Mr. Douglass Mathews, during whose temporary absence on military duty (Mr. Mathews being a captain in the 12th County of London) his partner, Mr. Arthur Wood, will act as Deputy Ward Clerk.

Changes in Partnerships.

Admissions.

MR. CHARLES RICHARD STEELE, of St. Stephen's-chambers, Telegraph-street, Moorgate-street, London, E.C., has removed to offices on the ground floor of Omnibus House, Finsbury-square, E.C. The principal telephone number will still remain 907 London Wall. MR. LUCIUS FRANCIS CRANE, who has been associated with him for some years past, will in future be interested in the business, which they will carry on under the old style of Francis Miller & Steele.

MR. HENRY D. MYER has been admitted a partner in the firm of Messrs. Hermann H. Myer & Co., solicitors, of 46 and 47, London Wall, London, E.C., as from the 1st January. The style of the firm will continue as heretofore.

Dissolution.

ARTHUR BALMER and PHILIP CLEMENT MEAD, solicitors (Meads, Balmer, & Mead), 22, Red Lion-square, London, W.C. December 14. [Gazette, December 25.]

General.

The Honourable Society of Gray's Inn has given 100 guineas to the funds of the Professional Classes War Relief Council.

A Reuter message from Stockholm states that the Government has decided to prolong the moratorium for foreign debts until 1st March, 1915.

The Right Hon. Arthur Cohen, P.C., K.C., M.A., of 26, Great Cumberland-place, W., and of 5, Paper-buildings, Temple, E.C., Liberal M.P. for Southwark, 1880-83, Counsel for Cambridge University and to the Secretary of State for India, a former President of the Jewish Board of Deputies, for some years a judge of the Cinque Ports, Counsel for the British Government in several arbitrations, who died on 3rd November last, aged eighty-four years, left estate of the gross value of £83,949, of which the net personalty has been sworn at £83,666. He left £1,000 for charitable objects or necessitous persons, and £100 to the Barristers' Benevolent Fund.

At a meeting of the Surrey Insurance Committee, held on 23rd ult., the clerk reported the receipt of a circular from the Insurance Commissioners in regard to the position of alien enemies under the Insurance Act. "An alien enemy who remains in this country and is registered in accordance with the provisions of the Aliens Restriction Act, 1914, remains in insurance, and contributions are payable in respect of him for any week during which he is employed within the meaning of the National Insurance Acts. While he is not so employed he is subject to the ordinary provisions as to arrears and as to continuing in insurance as an employed contributor during temporary unemployment. He also remains entitled to receive benefits under the Acts subject to the ordinary conditions, and such benefits would not cease to be payable even if he were interned in a concentration camp or elsewhere, provided that the necessary evidence of his title to benefits could be produced."

At Bow-street Police Court, on 29th ult., Mr. Hopkins delivered judgment in the case in which Messrs. Marinelli (Limited), theatrical agents, Charing Cross-road, appealed against the refusal of the London County Council to grant them a licence to carry on an employment agency. Mr. Bernstein represented the appellants; Mr. A. H. Bodkin appeared for the Council. The magistrate said he found that for all purposes, other than legal and technical, the company was Hermann Buettner, known as Marinelli. Mr. Buettner was a German, and although many facts were before the Council which might mitigate his hostility, they could not alter the status. If he were now resident in the United Kingdom he would be liable to register himself as an alien enemy, and to conform to the restrictions of the Aliens Restriction Order. The Council had refused to renew the licence on the grounds that the appellant company was Mr. Buettner, and that the latter was an alien enemy. He (the magistrate) was of opinion that they were right in so doing. He dismissed the appeal, with 20 guineas costs. Mr. Bernstein intimated that the case would probably be taken to the Superior Court.

HERRING, SON & DAW (estab. 1773), surveyors and valuers to several of the leading banks and insurance companies, beg to announce that they are making a speciality of valuations of every class of property under the Finance (1909-10) Act, 1910. Valuation offices: 98, Cheapside, E.C., and 312, Brixton-hill, S.W. Telephone: City 377; Streatham 130.—(Advt.)

CAUTION.—The public are warned that a Sectional Bookcase similar in name and appearance to the "Oxford" (but differently constructed and more expensive) is being advertised. To avoid possible disappointment it is well to remember that the genuine "Oxford" Sectional Bookcase, as exhibited at "Ideal Homes" and other exhibitions, is manufactured only by the sole proprietors, WILLIAM BAKER AND CO., Oxford, from whom catalogues may be obtained post free.—Advt.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.	EMERGENCY ROTA.	APPEAL COURT No. 1	Mr. Justice JOYCE.	Mr. Justice WARRINGTON.
Thursday Jan. 7	Mr. Leach	Mr. Jolly	Mr. Sygne	Mr. Borror
Friday	Mr. Borror	Mr. Bloxam	Mr. Farmer	Mr. Sygne
Saturday	Mr. Goldschmidt	Mr. Groswell	Mr. Bloxam	Mr. Jolly
Date.	Mr. Justice NEVILL.	Mr. Justice EVE.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.
Thursday Jan. 7	Mr. Church	Mr. Bloxam	Mr. Goldschmidt	Mr. Groswell
Friday	Mr. Groswell	Mr. Goldschmidt	Mr. Leach	Mr. Jolly
Saturday	Mr. Leach	Mr. Farmer	Mr. Church	Mr. Borror

Circuits of the Judges.

NOTICE.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two Judges go there will be no alteration in the old practice.

The following Judges will remain in Town: BRAY, J., and A. T. LAWRENCE, J., during the whole of the Circuits; the other Judges till their respective Commission Days.

WINTER ASSIZES, 1915.	NORTHERN.	S. EASTERN.	WESTERN.	N. EASTERN.	OXFORD.	MIDLAND.	N. WALTER.	S. WALTER.
Commission Days.	L.C.J. of England (2) Sanson, J. (1)	Ridley, J. (2) Horridge, J. (1)	Darling, J. (2) Seruton, J. (1)	Lord Coleridge, J. (2) Balhache, J.	Banks, J. (2) AVORY, J. (1)	Rowlatt, J. (2) Shearman, J. (1)	Leach, J.	Atkin, J.
Monday, Jan. 11	Appleby	Huntingdon	Dorchester	Not yet fixed.	Reading	Aylesbury	Walspool	Haverfordwest
Tuesday " 12	Carlisle	Cambridge	Devizes	Not yet fixed.	Bedford	Bedford	Dolgelly	Lampeter
Wednesday " 13	Exeter	Exeter	Taunton	Not yet fixed.	Oxford	Northampton	Cardarvon	Cardarvon
Thursday " 14	Lancaster	Exeter	Exeter	Not yet fixed.	Worcester	Leicester	Swansea	Brecon
Friday " 15	Liverpool	Exeter	Exeter	Not yet fixed.	Gloucester	Leicester	Bristol	Swansea
Saturday " 16	Manchester	Exeter	Exeter	Not yet fixed.	Gloucester	Leicester	Bristol	Swansea
Sunday " 17	Manchester	Exeter	Exeter	Not yet fixed.	Gloucester	Leicester	Bristol	Swansea
Monday " 18	Manchester	Exeter	Exeter	Not yet fixed.	Gloucester	Leicester	Bristol	Swansea
Tuesday " 19	Manchester	Exeter	Exeter	Not yet fixed.	Gloucester	Leicester	Bristol	Swansea
Wednesday " 20	Manchester	Exeter	Exeter	Not yet fixed.	Gloucester	Leicester	Bristol	Swansea
Thursday " 21	Manchester	Exeter	Exeter	Not yet fixed.	Gloucester	Leicester	Bristol	Swansea
Friday " 22	Manchester	Exeter	Exeter	Not yet fixed.	Gloucester	Leicester	Bristol	Swansea
Saturday " 23	Manchester	Exeter	Exeter	Not yet fixed.	Gloucester	Leicester	Bristol	Swansea
Sunday " 24	Manchester	Exeter	Exeter	Not yet fixed.	Gloucester	Leicester	Bristol	Swansea
Monday " 25	Manchester	Exeter	Exeter	Not yet fixed.	Gloucester	Leicester	Bristol	Swansea
Tuesday " 26	Manchester	Exeter	Exeter	Not yet fixed.	Gloucester	Leicester	Bristol	Swansea
Wednesday " 27	Manchester	Exeter	Exeter	Not yet fixed.	Gloucester	Leicester	Bristol	Swansea
Thursday " 28	Manchester	Exeter	Exeter	Not yet fixed.	Gloucester	Leicester	Bristol	Swansea
Friday " 29	Manchester	Exeter	Exeter	Not yet fixed.	Gloucester	Leicester	Bristol	Swansea
Saturday " 30	Manchester	Exeter	Exeter	Not yet fixed.	Gloucester	Leicester	Bristol	Swansea
Sunday " 31	Manchester	Exeter	Exeter	Not yet fixed.	Gloucester	Leicester	Bristol	Swansea

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHARGES.

London Gazette.—FRIDAY, Dec. 25.

COCA DEVELOPMENT SYNDICATE, LTD.—Creditors are requested, on or before Feb. 1, to send their names and addresses, and the particulars of their debts or claims, to Francis Egerston Proctor, liquidator.

DESPATCH STRAIGHT Co., LTD.—Creditors are required, on or before Dec. 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. Thomas Palmer North, 45, Bute St., Cardiff, liquidator.

GLEW COASTERS, LTD.—Creditors are required, on or before Jan. 10, to send their names and addresses, and particulars of their debts or claims, to William Baker, 28, Pilgrim St., Newcastle-upon-Tyne, liquidator.

NOTTINGHAM CABINET MAKERS, LTD.—Creditors are required, on or before Jan. 10, to send their names and addresses, and particulars of their debts or claims, to Percy Henshaw, 15, Long Row, Nottingham, liquidator.

SWINOLEN'S LTD.—Creditors are required, on or before Jan. 8, to send their names and addresses, and the particulars of their debts or claims, to David Manton Olmon, Welford Rd., Leicester, liquidator.

WEST PRINCE (1914) LTD.—Creditors are required, on or before Feb. 15, to send their names and addresses, and the particulars of their debts or claims, to V. W. Wordsie, 33, Broad Street House, New Broad St., liquidator.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Dec. 29.

M. IZICKI & CO., LTD.—Creditors are required, on or before Feb 15, to send in their names and addresses, and the particulars of their debts or claims, to Charles Leopold Kettridge, 1, London Wall bldg, liquidator.

JAMES STONE, LTD.—Creditors are required, on or before Jan 31, to send their names and addresses, and particulars of their debts or claims, to Thomas Galland Mellors and William Nicholson, 1, King John's chambers, Bridlesmithgate, Nottingham, liquidators.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Dec. 25.

St. George's Hall Cinema Co., Ltd.
London North African Co., Ltd.
Aberavon, Port Talbot and District Taxi Co., Ltd.
Feathered Life Publishing Co., Ltd.
Erin Issues, Ltd.
Swinglows, Ltd.
Beverley Club, Ltd.
Brixton Ground Rents, Ltd.
Cocoa Development Syndicate, Ltd.
Seascale Mineral Exploration Co., Ltd.
Hazel Bros, Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 25.

DEBROUGH, THOMAS, Nailsea, Somerset, Coal Merchant Jan 30 Veale & Co, Bristol

DEHMANN, MAXIMILIAN LEOPOLD, Braemar House, Lancaster Gate Jan 22 Dawes & Sons, Birchln In

DOYLE, HUGH, St Leonards on Sea Feb 8 Russell & Co, Norfolk st, Strand

CHERRIDE, AGNES ROSE, Wester Haydon, nr Kirkstall, N.B. Feb 15 Light & Fulton, Laurence Pountney hill

CLARY, THOMAS, Grosvenor grove, Clapham, Timber Merchant Jan 30 Timbrell & Deighton, Cannon st

CLEHAW, PETER, Euxton, Lancs, Farmer Jan 30 Stanton & Sons, Chorley

DAVEY, THOMAS, Acton Hill, Middx Jan 23 Stanley & Co, Essex st

DEYON, SARAH EMILY, Beverley Feb 1 Sanderson & Ferens, Hull

DICKINSON, WILLIAM, Kingweston, Somerset Feb 1 Baileys and Co, Berners st

DICKSON, SARAH, Creffield rd, Ealing Common Jan 25 Mann & Crimp, Essex st, Strand

DUNDEE, GEORGE, HERBERT, Sussex mans, South Kensington Jan 25 Dimond & Son, Welbeck st

DUNN, REUBEN, Birmingham Feb 1 Chapman, Smethwick

FERKORE, CHARLES EDWARD, King's Sutton, Northampton, Farmer Jan 13 Fortescue & Sons, Banbury

FERGUSON, HUGH, Warrington, Veterinary Surgeon Feb 2 Browne & Co, Warrington

FITCHER, JOHN, High Crompton, Royton, Lancs, Farmer Jan 31 Standing & Co, Rochdale

HALL, ELIZABETH, Doncaster Feb 2 Oxley & Coward, Rotherham

HALL, JAMES JOSEPH, Woodstock rd, Poplar Feb 5 Smith & Hudson, Fenchurch st

HAROURT, EDWORTH WALTER, Norwich Jan 21 Hill & Son, Norwich

HAWKINS, EMMA MARGARET, Maidenhead Jan 22 Dawes & Sons, Birchln In

HAY, THOMAS, Harlesden Feb 1 Cooper, Frederick's pl

HORATY, GUY BEAUCHAMP, Kassala, Egypt Feb 1 Brown & Co, Southport

JENNION, THOMAS, and MARTHA JOHNSON, Bishop's Stortford, Herts Jan 31 Minchin & Co, Laurence Pountney In

LAR, FREDERICK MARSHALL, Chard, Somerset Feb 2 Lawrence & Co, New sq

Bankruptcy Notices.

London Gazette.—TUESDAY, Dec. 22.

RECEIVING ORDERS.

HARRIDGE, THOMAS, Coundon, Durham, Carting Contractor Durham Pet Dec 18 Ord Dec 18

HENRY, PERCY, Blackpool, Painter Blackpool Pet Dec 7 Ord Dec 19

HENDER, HENRY, Plymouth, Refreshment House Keeper Plymouth Pet Dec 18 Ord Dec 18

BYRON, ARTHUR, Leeds, Cycle Dealer Leeds Pet Dec 1 Ord Dec 17

COOKE-HILL, JOHN GEORGE, Stanford Bridge, nr Worcester Solicitor Worcester Pet Dec 1 Ord Dec 18

EDWARDS, ARTHUR MORLEY, Trebarr, Glam, Builder's Ironmonger Merthyr Tydfil Pet Dec 5 Ord Dec 19

FERGUSON, ARCHIBALD, and DANIEL FERGUSON, Connahs Quay, Flint, Shipbuilders Chester Pet Dec 19 Ord Dec 19

GULEY, ANNIE, Clifton, Bristol Bristol Pet Dec 8 Ord Dec 18

GYNN-SHILSBURY, Major A. Broad st pl, Finsbury cir High Court Pet May 5 Ord Dec 17

INGS, FREDERICK ARTHUR, Gloucester, Grocer Gloucester Pet Dec 18 Ord Dec 18

JONES, WILLIAM HENRY, Sale, Chester, Nurseryman Manchester, Pet Dec 17 Ord Dec 17

MARTIN, NICHOLAS JOSEPH, Burnley, Paint Merchant Burnley Pet Dec 17 Ord Dec 17

NEDAH, FREDERICK, Burghill, Hereford, Grocer Hereford Pet Dec 19 Ord Dec 19

RAUSH, OSCAR JOHN, Bury st, Bloomsbury, Cinematograph Proprietor High Court Pet May 21 Ord Dec 16

LEETE, ANNIE, Goudhurst, Kent Jan 31 Jones & Co, Laurence Pountney hill

LEWIS, HENRY, Derby, Builder Feb 10 Briggs, Derby

LEWIS, ILLID JOHN, Porthcawl, Glam Jan 28 Scale, Maesteg

LOCK, MARGARET JANE, Winton, Bournemouth Jan 30 Guillaume & Sons, Bournemouth

NEWTON, HENRY NATHAN, Aberdare gdns, Hampstead Jan 16 Furber & Son, Gray's Inn

PEACOCK, JOHN, Caxton, Cambridge, Farmer Feb 1 Wilkinson & Butler, St Neots, Hunts

PEARCE, JANE, Smethwick Feb 1 Chapman, Smethwick

PEARCE, WILLIAM, Smethwick Feb 1 Chapman, Smethwick

PITT, LOUISA LORA, Belvedere rd, Upper Norwood Feb 2 Pyke, Mark In

ROBERTS, ROBERT EDWARD, Carnarvon, Master Joiner Jan 21 Davics & Co, Carnarvon

ROUSE, ETHEL CLARE, Harley House, Regent's Park Jan 31 Burch & Co, Spring gdns

SCOTT, JAMES, Chester Jan 25 Evans, Chester

SMITH, ANNIE LOUISE, Sheffield Jan 23 Ashington & Denton, Sheffield

SMITH, JOHN, Lee, Kent Jan 21 Lee & Co, Queen Victoria st

SMITH, JOSEPH GUTTERIDGE, Wiggenshall, Watford Feb 15 Hepburn & Co, Bird in Hand court, Chisleholme

TATTON, EDWIN HAROLD, Leigh on Sea, Essex, Mining Engineer Feb 2 Davidson & Morris, Queen Victoria st

TEWART, AUGUSTUS CHARLES ROBERT, Mundford, Norfolk Feb 11 Hyrne, Surrey st

WARDLE, MARGARET, West Moor, Northumbria Feb 15 Gee & Co, Newcastle upon Tyne

WAUGH, HELEN, Randwick, nr Sydney, New South Wales Jan 23 Snow & Co, Great St Thomas Apostle

WHISH, EVELYN, Bussage, Gloucester Feb 1 Whitfield & Co, Surrey st

WORGER, SARAH ANN, Brighton Feb 1 Lewis Barnes & Co, Walworth rd

London Gazette.—TUESDAY, Dec. 29.

ASHWORTH, MARY, Denton, Lancs Feb 2 Richards, Denton, nr Manchester

BANKS, RICHARD, Bolton Feb 1 Bitson, Bolton

BATTIE, JOSEPH, Littlehampton Feb 1 Wainop, Littlehampton

BROWN, DANIEL, Bury St Edmunds Jan 31 Greene & Greene, Bury St Edmunds

BROWNING, CHARLES HUNTER, Colville sq, Bayswater Jan 30 Waddilove & Johnson, Knightbridge st

BUSE, RAY SEYMUS, Caversham rd, Camden rd Feb 1 Norman, Little College st, Westminster

COHEN, Et Hon ARTHUR, PC and KC, Great Cumberland pl Feb 9 Simpson & Co Gracechurch st

CRAWFORD, SUSANNAH WRIGHT, Newtown, Manchester Jan 31 Hall & Co, Manchester

DANIEL, EVAN, Thavies inn, Hotel Proprietor Jan 25 Fielder & Co, Raymond bldg

DAVIES, WILLIAM, Christchurch hill, nr Newport, Mon Jan 24 Lyndon & Co, Newport, Mon

DILLON, JOHN JAMES, Scile, Norfolk Jan 30 Russell, Broadway, Bexley Heath

ECKERLEY, MARY, Ardwick, Manchester Jan 31 Walker & Harrop, Manchester

FLICK, ROBERT, Eximundham, Estate Agent Jan 23 Mayhew & Sons, Eximundham

GROVES, JAMES GRIMBLE, JP, Puddleton, Lancs Mar 25 Bullock & Co, Manchester

HALL, CLARISSA MARY, St Stephen's av, Shepherd's Bush Feb 1 Stewart, Public Trustee, Clement's inn

HARRIS, SAMUEL, Greenwood, nr Barnet, Middx Feb 25 Brown & Co, Finsbury Divt

HARRISON, JULIA STRACEY, Stoke Bishop, Gloucester Feb 12 Meade & Co, Bristol

HOCKENHILL, ROBERT, West Hill, Highgate Jan 18 Lumley & Lumley, Conduit st

JACOBS, REUBEN, James st, Westbourne terr Jan 25 Hicks & Co, King st, Covent Garden

KER, Dr HUGH RICHARD, Balham Mar 1 Greene & Underhill, Bedford row

MACK, PHOEBE JERMYN, Great Yarmouth Feb 8 Diver & Preston, Great Yarmouth

ROWLANDS, ABRAHAM CECIL FRANCIS FOTHERGILL, Brunswick pl, Regent's Park Jan 18 Lumley & Lumley, Conduit st

SAVAGE, ELIZABETH, Northampton Jan 14 Markhams, Northampton

SCOTT, HOPTON BASSETT, Shankill, Dubln Feb 1 Stanton & Hudson, Cannon st

TAYLOR, OSCAR, Croydon, Corn Merchant Jan 26 Bolton & Co, Temple gdns, Temple

VIALI, JOSEPH HENRY, Hexham, Northumberland Jan 31 Viali, Whitley Bay

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

LICENSES INSURANCE.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 750 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

Suitable Clauses for insertion in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

POOLING INSURANCE.

The Corporation also insures risks in connection with FIRE, CONSEQUENTIAL LOSS, BURGLARY, WORKMEN'S COMPENSATION, FIDELITY GUARANTEE, THIRD PARTY, &c., under a perfected Profit-sharing system.

APPLY FOR PROSPECTUS.

SHERREY, DAVID, 84 George's rd, Southwark High Court Pet Dec 17 Ord Dec 17
 SHUTE, WILLIAM OSBORNE, Liverpool rd, Holloway, Piano-forte Manufacturer High Court Pet Dec 4 Ord Dec 17
 STEELE, JESSE, Harrigate, Fruit Dealer York Pet Dec 16 Ord Dec 16
 STENZEL, WILLIAM FRANK GEORGE, Castlenau mans, Maid vale, Ladies' Tailor High Court Pet Dec 17 Ord Dec 17
 SUMMERS, ALFRED, Ilkeston, Derby, Baker Derby Pet Dec 17 Ord Dec 17
 TURNER, ALFRED, Rochdale, Grocer Rochdale Pet Dec 17 Ord Dec 17
 WILLS, MARTIN, Bournemouth, Greengrocer Poole Pet Dec 2 Ord Dec 2
 WOOD, HORACE, West Bridgford, Notts, Wholesale Cabinet Maker Nottingham Pet Dec 2 Ord Dec 16
 WORTHINGTON, GEORGE, Elgin mans, Elgin av, Maid vale, Motor Engineer High Court Pet Nov 17 Ord Dec 17

FIRST MEETINGS.

BENNETT, CHARLES, Hat Manufacturer Dec 31 at 3.15 7, Buckland ter, Plymouth
 BROWN, JACOB, Middlesbrough, Tailor Dec 31 at 12 Off Rec. Court chmbrs, Albert rd, Middlesbrough
 COOK-HILL, JOHN GEORGE, Stanford Bridge, Dr Worcester, Solicitor Jan 5 at 2 Star Hotel, Worcester
 EARIAND, JOHN, Vetrodignals, Brecon, Draper Jan 2 at 11 Off Rec. Government bldgs, St Mary's st, Swansea
 EVANS, BEATRICE MARY, Blaengaw, Glam Dec 31 at 3 Off Rec. 117, St Mary st, Cardiff
 GIBSON, ROBERT, Beckmondwike, Yorks, Farmer Dec 30 at 11 Off Rec. Bank chmbrs, Corporation st, Dewsbury
 GILL, WILLIAM, Redcar, Auctioneer Dec 31 at 11.30 Off Rec. Court chmbrs, Albert rd, Middlesbrough
 GOTT, MATTHEW, Holbeach, Lincs, Threshing Machine Owner Dec 30 at 12.45 Off Rec. 3, King's st, Norwich
 GYBSON-SPIESBURY, Major A, Broad st pl, Walsbury cir at Dec 30 at 12.30 Bankruptcy bldgs, Carey st
 HARRIS, THOMAS GLOVER, Ravensley Dec 30 at 10.30 Off Rec. County Court Hall, Egmnt st (Eastgate entrance), Barnsley
 HARTREE, HARRY FOUNFELD PELLARS, Frodo, Somerset Cycle Agent Dec 30 at 11.30 29, Baldwin st, Bristol
 HERD, WILLIAM, Mansfield, Notts, Credit Draper Dec 30 at 11 Off Rec. 4, Castle pl, Park st, Nottingham
 JONES, EDWARD, Ll-nelly, Fruiterer Dec 30 at 11.30 Off Rec. 4, Queen st, Carmarthen
 KINDER, JOHN, Ashton on Mersey, Cheshire, Coal Merchant Dec 31 at 3 Off Rec. Byrom st, Manchester
 LONGMORE, SAMUEL JAMES, Harborne, Birmingham, Looking Glass Manufacturer Jan 4 at 11.30 Buskin chmbrs, 191, Corporation st, Birmingham
 MARSH, JOSEPH FREDERICK, Gloucester, Greengrocer Jan 2 at 3 Off Rec. Station rd, Gloucester
 MATTHEWS, ARCHIE MARK, Coleford, Glos, Cycle Agent Dec 30 at 11 Off Rec. 114, Commercial st, Newport, Mon
 McDONALD, GEORGE, Great Grimsby, Fish Packer Dec 30 at 11 Off Rec. St Mary's chmbrs, Great Grimsby
 PHILLIPS, THOMAS JOHN, Monkton, Pembroke, Tailor Dec 31 at 12.50 Off Rec. 4, Queen st, Carmarthen
 RAUCH, OSCAR JOHN, Russell chmbrs, Bury st, Bloomsbury, Cinematograph Proprietor Dec 30 at 11.30 Bankruptcy bldgs, Carey st
 ROUS, SAMUEL GEORGE, Mutford, Suffolk Grocer Dec 30 at 1 Off Rec. 8, King st, Norwich
 SHERREY, DAVID, 84 George's rd, Southwark Dec 30 at 12 Bankruptcy bldgs, Carey st
 SHERRIFF, HENRY BENJAMIN, Wetherden, Suffolk, Dairyman Dec 30 at 2.30 Off Rec. 36, Princes st, Ipswich
 SHUTE, WILLIAM OSBORNE, Liverpool rd, Holloway Piano-forte Manufacturer Dec 31 at 12 Bankruptcy bldgs, Carey st
 STEELE, JESSE, Harrigate, Fruit Dealer Dec 30 at 2.30 Off Rec. The Red House, Duncombe pl, York
 STENZEL, WILLIAM FRANK GEORGE, Castlenau mans, Maid vale, Ladies' Tailor Dec 31 at 11 Bankruptcy bldgs, Carey st
 TAYLOR, ALPHONSO, Stainrop, Durham, Cycle Agent Dec 30 at 12 Off Rec. Court chmbrs, Albert rd, Middlesbrough
 THOMSON, ARTHUR, Stockport, Cheshire, Baker Dec 30 at 11 Off Rec. Castle chmbrs, 6, Vernon st, Stockport
 TINKER, ARTHUR, Huddersfield Picture House Proprietor Dec 31 at 11 Off Rec. 24, Bond st, Leeds
 TURNER, ALFRED, Rochdale, Grocer Jan 5 at 11.30 Town Hall, Rochdale
 WILLIAMS, JOSEPH, Vetrodignals, Brecon, Labourer Dec 30 at 11 Off Rec. Government bldgs, St Mary's st, Swansea
 WILLIAMS, SAMUEL, Oldham, Publican Dec 31 at 3 Off Rec. Greaves st, Oldham
 WILLS, MARTIN, Bournemouth, Greengrocer Dec 31 at 2.30 Dorchester chmbrs, Yelverton rd, Bournemouth
 WORTHINGTON, GEORGE, Elgin mans, Elgin av, Maid Vale, Motor Engineer Dec 31 at 11.30 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

BAINBRIDGE, THOMAS, Condon, Durham, Carting Contractor Durham Pet Dec 18 Ord Dec 18
 BURBIDGE, HENRY, Plymouth, Refreshment House Keeper Plymouth Pet Dec 18 Ord Dec 18
 DE WINTON, CECIL, London Wall bldgs, Company Promoter High Court Pet July 25 Ord Dec 17
 DUNGER, CHARLES ALFRED, Hoxton st, Hoxton, Victualler High Court Pet Oct 28 Ord Dec 18
 FERGUSON, ARCHIBALD and DANIEL FERGUSON, Connah's Quay, Flint, Shipbuilders Chester Pet Dec 19 Ord Dec 19
 GRIFFIN, ALICE LOUISA, Cropley st, Hoxton, Baker High Court Pet Nov 5 Ord Dec 17

HALSTED, WALTER FRANCIS, Walbrook, Stockbroker High Court Pet Nov 7 Ord Dec 19
 HOLIDAY, ALBERT E. Bleicester, Oxford, Solicitor High Court Pet Nov 18 Ord Dec 18
 INGS, FREDERICK ARTHUR, Gloucester, Grocer Gloucester Pet Dec 18 Ord Dec 18
 JOHNSTONE, EDWARD HENDERSON, Shoes in High Court Pet July 19 Ord Dec 18
 JONES, WILLIAM HENRY, Sale, Chester, Nurseryman Manchester Pet Dec 17 Ord Dec 17
 MARTIN, NICHOLAS JOSEPH, Burnley, Painter and Wall Paper Merchant Burnley Pet Dec 17 Ord Dec 17
 NEDRALE, FREDERICK, Burghill, Hereford, Grocer Hereford Pet Dec 19 Ord Dec 19
 PARK THOMAS GEORGE, Argyle pl, Cromer st, Surveyor High Court Pet Nov 4 Ord Dec 18
 STEELE, JESSE, Harrigate, Fruit Dealer York Pet Dec 16 Ord Dec 16
 SUMMERS, ALFRED, Ilkeston, Derby, Baker Derby Pet Dec 17 Ord Dec 17
 TURNER, ALFRED, Rochdale, Grocer Rochdale Pet Dec 17 Ord Dec 17

London Gazette—Friday, Dec. 25.

RECEIVING ORDERS.

RAINES, WILLIAM CLAUGHTON, Cottesingham, Yorks, Baker Kingston upon Hull Pet Dec 21 Ord Dec 21
 BARTLETT, ELLIS ASHMEAD, Pall Mall, Journalist High Court Pet July 15 Ord Dec 22
 BOOTH, HOLDEN, Liverpool, Draper Liverpool Pet Dec 7 Ord Dec 23
 BOSWELL, WILLIAM, Westcliff on Sea High Court Pet Dec 22 Ord Dec 22
 CROWN, JACK, Eastbury ter, Mile End, Journeyman Tailor High Court Pet Dec 21 Ord Dec 21
 DAVIES, THOMAS JONES, Penarth Cardiff Pet Feb 4 Ord Dec 18
 DO NACIMENTO, PORPHIRO AUGUSTO PINDER, Surbiton, Surrey Merchant Kingston, Surrey Pet May 15 Ord June 4
 DUNKERLEY, EDMUND WARRINGTON, Oldham, Mechanic Oldham Pet Dec 21 Ord Dec 21
 GILBERT, WILLIAM MARSH, Felkistowe, Miller's Screens Ipswich Pet Dec 21 Ord Dec 21
 GOLDIE, ROBERT WILSON, Bradford, Hatter Bradford Pet Dec 9 Ord Dec 21
 HARRIS, LAVINA, Droitwich, Worcester Worcester Pet Dec 21 Ord Dec 21
 HASTLOW, HAROLD, and FRANK WILFRED LYNDON, Saltley, Birmingham, Drapers Birmingham Pet Dec 23 Ord Dec 23
 HERDON, HERBERT, Malton, Yorks, Tobaccoist Scarborough Pet Dec 22 Ord Dec 22
 HUBBARD, WILLIAM RODNEY, Portonville, Victualler High Court Pet Dec 1 Ord Dec 23
 JENNINGS, FREDERICK GEORGE, Gedling, Notts Nottingham Pet Dec 22 Ord Dec 22
 KAVANAUGH, CHARLES SAMUEL, Oakhurst grv, East Dulwich Assistant Clerk High Court Pet Dec 21 Ord Dec 21
 KESSELL, JOHN, Stretford, Lancs, Fruit Salesman Manchester Pet Dec 22 Ord Dec 22
 LEVRAUX, A. M., Llanishan, nr Cardiff Cardiff Pet Aug 25 Ord Oct 7
 MACDONCHIE, CHARLES KENNETH, Cromwell rd High Court Pet June 25 Ord Dec 23
 MOWE, JOHN HENRY, Bury, Lancs, Jeweller Bolton Pet Dec 21 Ord Dec 21
 PLATT & CO, Bartlett's bldgs, Holborn cir, Merchants High Court Pet Nov 17 Ord Dec 23
 RHODES, EDWARD, Tipton, Staffs, Grocer Dudley Pet Dec 22 Ord Dec 22
 RICHARDS, HENRY POWELL, Merthyr Tydfil, Insurance Agent Merthyr Tydfil Pet Dec 21 Ord Dec 21
 RUMERS, JAMES EBERNEKER, Heathfield, Sussex Mineral Water Manufacturer Lewes and Eastbourne Pet Dec 21 Ord Dec 21
 SAUER, GEORGE WILLIAM, Holloway rd, Baker High Court Pet Dec 3 Ord Dec 21
 SCHLESING, LUDWIG, Chesham, Surrey, Cinema Proprietor High Court Pet Oct 15 Ord Nov 19
 SCOTT, CHARLES ARCHIBALD, Cheshire Stockport Pet Dec 22 Ord Dec 22
 SMITH, HENRY ALLMAN, Sheffield, Commission Agent Sheffield Pet Dec 22 Ord Dec 22
 SOMERLALD & CO, Great Windmill st, Cinematograph Proprietors High Court Pet Oct 7 Ord Nov 19
 TAYLOR, CHARLES FREDERICK, Rugby, Builder Coventry Pet Dec 21 Ord Dec 21
 TOONI, KONSTANTIN and LORENZO FERRARI, Eastbourne, Restaurant Proprietors Brighton Pet Dec 22 Ord Dec 22
 WHITTAKER, SARAH ANN, and MARY ANN HASLAM Bolton Bolton Pet Dec 21 Ord Dec 21
 WOOD, WILLIAM ALFRED, Cheltenham, Sports Outfitter Cheltenham Pet Dec 23 Ord Dec 22

FIRST MEETINGS.

RAINES, WILLIAM CLAUGHTON, Cottesingham, Yorks, Baker Jan 11 at 11.30 Off Rec. York City Bank chmbrs, Lowgate, Hull
 BARTLETT, ELLIS ASHMEAD, Pall Mall, Journalist Jan 4 at 11.30 Bankruptcy bldgs, Carey st
 BOSWELL, WILLIAM, Westcliff on Sea Jan 5 at 1 Bankruptcy bldgs, Carey st
 BYRON, ARTHUR, Knotpost, Leeds, Cycle Dealer Jan 5 at 11 Off Rec. 24, Bond st, Leeds
 CROWN, JACK, Eastbury ter, Mile End, Journeyman Tailor Jan 4 at 11 Bankruptcy bldgs, Carey st
 DO NACIMENTO, PORPHIRO AUGUSTO PINDER, Surbiton, Surrey Merchant Jan 4 at 11.30 182, York rd, Westminster Bridge rd
 DUNKERLEY, EDMUND WARRINGTON, Oldham, Mechanic Jan 5 at 12.30 Off Rec. Greaves st, Oldham
 EDWARDS, ARTHUR MORLEY, Treheris, Glam, Builders Ironmonger Jan 5 at 11.30 Off Rec. St Catherine's chmbrs, St Catherine st, Pontypridd

GILBERT, WILLIAM MARSH, Felkistowe, Suffolk, Miller's Screensman Jan 1 at 2.30 Off Rec. 33, Princes st, Ipswich
 GOLDIE, ROBERT WILSON, Bradford, Hatter Jan 4 at 11 Off Rec. 17, Duke st, Bradford
 KAVANAUGH, CHARLES SAMUEL, Oakhurst grv, East Dulwich, Assistant Clerk Jan 5 at 12.50 Bankruptcy bldgs, Carey st
 LAYCOCK, ARTHUR, Kingsmead rd, Tulse Hill, Surrey Jan 5 at 11 Bankruptcy bldgs, Carey st
 LEVRAUX, A. M., Llanishan, nr Cardiff Jan 2 at 11 Off Rec. 117, Saint Mary st, Cardiff
 MARRIOTT, GEORGE, Chesterfield, Cycle Dealer Jan 6 at 13 Off Rec. 4, Castle pl, Park st, Nottingham
 MEAD, FREDERICK JOHN, Wendover, Bucks Jan 7 at 12 1, St Aldates, Oxford
 MOWE, JOHN HENRY, Bury, Lancs, Jeweller Jan 4 at 11.30 Off Rec. 19, Exchange st, Bolton
 RICHARDS, THOMAS, Merthyr Tydfil, Insurance Agent Jan 6 at 12 Off Rec. County Court, Town Hall, Merthyr Tydfil
 RUMERS, JAMES EBERNEKER, Heathfield, Sussex, Mineral Water Manufacturer Jan 5 at 3 Off Rec. 124, Marlborough pl, Brighton
 SAUER, GEORGE WILLIAM, Holloway rd, Baker Jan 4 at 12 Bankruptcy bldgs, Carey st
 SCHLESING, LUDWIG, Chesham, Surrey, Cinema Proprietor Jan 6 at 11 Bankruptcy bldgs, Carey st
 SOMERLALD & CO, Great Windmill st, Cinematograph Proprietors Jan 6 at 11.30 Bankruptcy bldgs, Carey st
 SUMMERS, ALFRED, Ilkeston, Derby, Baker Jan 5 at 11 Off Rec. 12, St Peter's church vd, Derby
 TOONI, KONSTANTIN and LORENZO FERRARI, Eastbourne, Restaurant Proprietors Jan 5 at 12 Off Rec. 11, Marlborough pl, Brighton
 WOOD, HORACE, West Bridgford, Notts, Wholesale Cabinet Maker Jan 6 at 11 Off Rec. 4, Castle pl, Park st, Nottingham

ADJUDICATIONS.

ALLEN, EMILY, Wormholt rd, Hammersmith High Court Pet Oct 22 Ord Dec 22
 BAINES, WILLIAM CLAUGHTON, Cottesingham, Yorks, Baker Kingston upon Hull Pet Dec 23 Ord Dec 23
 BARNETT, CHARLES ALFRED, Bishopgate, Confectioner High Court Pet Sept 18 Ord Dec 22
 BOSWELL, WILLIAM, Westcliff on Sea High Court Pet Dec 22 Ord Dec 22
 BYRON, ARTHUR, Knotpost, Leeds, Cycle Dealer Leeds Pet Dec 1 Ord Dec 22
 COPE, HERBERT LOCKHART, King st, Smithfield High Court Pet Oct 21 Ord Dec 22
 CROWN, JACK, Eastbury ter, Mile End, Journeyman Tailor High Court Pet Dec 21 Ord Dec 21
 DUNKERLEY, EDMUND WARRINGTON, Oldham, Mechanic Oldham Pet Dec 21 Ord Dec 21
 EDWARDS, ARTHUR MORLEY, Treheris, Glam, Builders Ironmonger Merthyr Tydfil Pet Dec 5 Ord Dec 22
 EDWARDS, WILLIAM CHARLES, and SIDNEY EDWARDS, Cheshire, Hatters High Court Pet Dec 9 Ord Dec 22
 GIBSON, ROBERT, Beckmondwike, Yorks, Farmer Dewsbury Pet Dec 16 Ord Dec 21
 GILBERT, WILLIAM MARSH, Felkistowe, Miller's Screens Ipswich Pet Dec 21 Ord Dec 21
 GOLDIE, ROBERT WILSON, Bradford, Hatter Bradford Pet Dec 9 Ord Dec 21
 HARRIS, LAVINA, Droitwich, Worcester Worcester Pet Dec 21 Ord Dec 21
 HERDON, HERBERT, Malton, Yorks, Tobaccoist Scarborough Pet Dec 22 Ord Dec 22
 HERD, WILLIAM, Mansfield, Notts, Credit Draper Nottingham Pet Nov 18 Ord Dec 21
 JENNINGS, FREDERICK GEORGE, Gedling, Notts Nottingham Pet Dec 22 Ord Dec 22
 KAVANAUGH, CHARLES SAMUEL, Oakhurst grv, East Dulwich, Assistant Clerk High Court Pet Dec 21 Ord Dec 21
 KESSELL, JOHN, Stretford, Lancs, Fruit Salesman Manchester Pet Dec 22 Ord Dec 22
 KING, WILLIAM TINDAL, Little St. Annes st, High Court Pet Jan 10 Ord Dec 23
 MEAD, FREDERICK JOHN, Wendover, Bucks Aylesbury Pet Nov 7 Ord Dec 21
 MOWE, JOHN HENRY, Bury, Lancs, Jeweller Bolton Pet Dec 21 Ord Dec 21
 RHODES, EDWARD, Tipton, Staffs, Grocer Dudley Pet Dec 22 Ord Dec 22
 RICHARDS, HENRY POWELL, Mecklenburgh sq, Solicitor High Court Pet Sept 7 Ord Dec 21
 RICHARDS, THOMAS, Merthyr Tydfil, Insurance Agent Merthyr Tydfil Pet Dec 21 Ord Dec 21
 RUMERS, JAMES EBERNEKER, Heathfield, Sussex, Mineral Water Manufacturer Lewes Pet Dec 21 Ord Dec 21
 SCOTT, CHARLES ARCHIBALD, Cheshire, Cheshire Stockport Pet Dec 22 Ord Dec 22
 SMITH, HENRY ALLMAN, Sheffield, Commission Agent Sheffield Pet Dec 22 Ord Dec 22
 SOLOMONS, JAMES, Gresham rd, Brighton, Fancy Jeweller High Court Pet Dec 5 Ord Dec 21
 STENZEL, WILLIAM FRANK GEORGE, Castlenau mans, Maid Vale, Ladies' Tailor High Court Pet Dec 17 Ord Dec 21
 TAYLOR, CHARLES FREDERICK, Rugby, Builder Coventry Pet Dec 21 Ord Dec 21
 WATSON, JOHN ALFRED, Fulham Palace rd, Hosiery High Court Pet Nov 30 Ord Dec 23
 WHITTAKER, SARAH ANN, and MARY ANN HASLAM Bolton Bolton Pet Dec 21 Ord Dec 21
 WILLS, MARTIN, Bournemouth, Greengrocer Poole Pet Dec 2 Ord Dec 21
 WOOD, HORACE, West Bridgford, Notts, Wholesale Cabinet Maker Nottingham Pet Dec 2 Ord Dec 23
 WOOD, WILLIAM ALFRED, Cheltenham, Sports Outfitter Cheltenham Pet Dec 22 Ord Dec 22
 ZADIG, ARTHUR, Queen Victoria st, High Court Ord Dec 22

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